

City of Buellton Contract Law Enforcement Services



FY 2023/2024

Sheriff's Office, County of Santa Barbara
Bill Brown, Sheriff-Coroner

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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 Buellton, California, an incorporated city having its principal place of business at 107 West Highway 246, Buellton, California 93427, (hereafter "CITY") wherein COUNTY agrees to provide, and CITY agrees to accept, the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, pursuant to California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner; and

WHEREAS, this Agreement supersedes and replaces any prior agreement between CITY and COUNTY concerning the matters governed hereby, including, without limitation, that certain Contract Law Enforcement Services Agreement dated as of July 1, 2019 (as amended, the "Prior Agreement"), which is hereby terminated and of no further force and effect, except for Section II. Paragraph 3 of Amendment No. 3 to such Prior Agreement, which relates to subsequent adjustments to costs incurred under said Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein to this Agreement by this reference), and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Contract Services Lieutenant at phone number (805) 681-4185 is the designated representative for COUNTY. The City Manager of CITY at phone number (805) 688-5177 is the designated representative for CITY. 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 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, City of Buellton, P.O. Box 1819, Buellton, CA 93427

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 Exhibits A, C, and E attached hereto and incorporated herein by reference.

4. TERM.

A. Basic Term. The term of this Agreement shall commence July 1, 2023, and continue through June 30, 2027, a four (4) year term expiring on June 30, 2027 unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Section 4(B).

B. Extended Term. The terms of this Agreement may be extended a maximum of three (3) one - year periods: a first term from July 1, 2027 to June 30, 2028, referred to as the First Extended Term; a second term from July 1, 2028 to June 30, 2029, referred to as the Second Extended Term; and a third term from July 1, 2029 through June 30, 2030 referred to as the Third Extended Term. The term may only be extended by mutual agreement of the parties and subject to approval by their respective legislative bodies.

C. Appropriations Limitation. In accordance with California Constitution Article XVI, section 18, 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.

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 Exhibits A, C, and E.

6. COMPENSATION OF COUNTY. COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibits B, C, and E attached hereto and incorporated herein by reference. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY pursuant to Exhibit E. Upon resolution of said dispute, to the extent it is determined that CITY overpaid, COUNTY will provide a credit to CITY in an amount equal to the amount overpaid by CITY (if any), which credit shall apply in full to CITY'S monthly payments hereunder until said credit is exhausted. In the event the credit (if any) exceeds CITY'S remaining payments hereunder, COUNTY shall reimburse CITY via check payable to CITY or other similar means.

7. INDEMNIFICATION AND INSURANCE. CITY and COUNTY agree to indemnify and hold harmless each other and to procure and maintain insurance in accordance with the provisions of Exhibit D, attached hereto and incorporated herein by reference.

8. OWNERSHIP OF EQUIPMENT. COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY or from CITY to COUNTY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable Menu Items within the Agreement, any equipment or supplies purchased by CITY for COUNTY or purchased by CITY for CITY'S law-enforcement related services may, at CITY'S sole discretion, revert to CITY ownership. Upon such reversion, COUNTY will provide CITY existing detailed

records of the equipment's or supplies' acquisition, customization, maintenance, and service records, including applicable DMV information, warranty information, and remaining service life.

9. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY 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 CITY agrees to comply with said ordinance.

11. **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 entities to provide the same or similar services.

12. **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.

13. **TERMINATION.**

A. **By COUNTY**

1. **Termination for Convenience.** COUNTY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. **Termination for Cause.** Should CITY default in the performance of this Agreement or materially breach any provision of this Agreement, including but not limited to, failing to timely provide COUNTY all or any part of payment due, as set forth in Exhibits B, C and E, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from COUNTY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as CITY begins to cure such default during the 30-day period and thereafter, diligently pursues such cure to completion), COUNTY may, at COUNTY'S sole option, terminate this Agreement by ninety (90) days' written notice. COUNTY is entitled to interest pursuant to Exhibit B, Section III from the date of CITY's breach until the date such breach is cured.

B. **By CITY**

1. **Termination for Convenience.** CITY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice.

2. Termination for Cause. Should COUNTY materially breach any provision of this Agreement, including by failing to provide CITY all or any part of the services set forth in Exhibit A, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from CITY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as COUNTY begins to cure such during the 30-day period and thereafter, diligently pursues such cure to completion), CITY may, at CITY'S sole option, terminate this Agreement by ninety (90) days' written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY for services performed to the date of termination. Upon resolution of said dispute, the disputed amount shall be reconciled consistent with Section 6 above.

14. 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.

15. 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.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties 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.

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

18. NO WAIVER OF DEFAULT. No delay or omission 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.

19. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes and replaces any prior agreements regarding the matters considered herein (except for the surviving provision of the Prior Agreement discussed in the recitals). 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.

20. SUCCESSORS AND ASSIGNS. Subject to Section 12, above, 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.

21. COMPLIANCE WITH LAW. Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. CALIFORNIA LAW; JURISDICTION AND VENUE. 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. Venue shall be proper in Santa Barbara County, provided that either party may transfer to a different county consistent with Code of Civil Procedure 394.

23. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts, electronic or otherwise, 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.

24. AUTHORITY. The 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, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. 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.

26. DISPUTE RESOLUTION PROCESS. Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Section II. B of Exhibit A) shall be first submitted to mediation. Written notice stating the specific basis of the dispute (“Notice of Dispute”), including the contractual provisions at issue and the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to the dispute. During the thirty (30) days following receipt of the Notice of Dispute, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. The parties may mutually agree to continue these good faith efforts to resolve the dispute beyond thirty (30) days. However, either party may elect to proceed to mediation at any time after the expiration of thirty (30) days following receipt of the Notice of Dispute. If the dispute remains unresolved after ninety (90) days, the matter

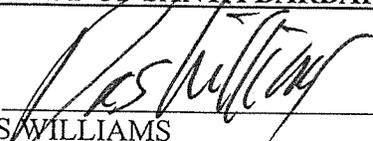
shall be referred to a neutral mediator. In any case, the mediator shall be mutually agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree in writing to choose the mediator in another manner. Any costs of retaining the services of the mediator shall be shared equally by COUNTY and CITY. While COUNTY is solely obligated to enter into the aforementioned mediation with CITY, if COUNTY and CITY mutually agree to join other parties who hold similar disputes in a single mediation, the cost of the mediation will be shared equally by all parties to the mediation. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. **AGREEMENT NOT CONSTRUED AGAINST DRAFTER.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2023 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: 
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

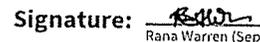
Date: 9-19-2023

ATTEST:
MONA MIYASATO

COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Signature: Rana Warren
Rana Warren (Sep 13, 2023 14:30 PDT)
Email: rgwarren@countyofsb.org

APPROVED AS TO CONTENT:
GREG MILLIGAN
RISK MANAGER

By: 
Signature: Greg Milligan
Email: sfrancis@countyofsb.org

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: 
Signature: Betsy M. Schaffer
Email: eprice@co.santa-barbara.ca.us

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: 
Signature: Bill Brown
Email: wfb4029@sbsheriff.org

CITY OF BUELLTON

By: _____
DAVE KING
MAYOR OF BUELLTON

Date: _____

ATTEST:
CITY CLERK
LINDA REID

By: _____

APPROVED AS TO FORM:
GREGORY MURPHY
CITY ATTORNEY

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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.

I. Delivery of Services

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of CITY according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community-oriented policing (as defined below) and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

II. General Law Enforcement Services

A. Definition. "General Law Enforcement Services" are (i) those services that COUNTY has deemed are necessary to ensure adequate public and officer safety for CITY in the conduct of 24/7 police patrol, (ii) investigations, (iii) technical services, (iv) direct support and administrative functions, (v) emergency dispatch, (vi) general traffic enforcement, (vii) accident investigation, and (viii) parking control. COUNTY agrees to provide General Law Enforcement Services including all Specialized Law Enforcement Functions, as defined in Section II. C, below.

1. Labor and Materials. COUNTY shall 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 CITY, the same shall be supplied by CITY at CITY'S cost and expense.

B. Level of Service.

1. Level of Service Recommendation. The level of service for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with any service level adjustments occurring July 1 of the following year. COUNTY's level of service recommendation for the current fiscal year will be delineated in Exhibit E. The level of service refers to the number of patrol "posts" to be staffed within the boundaries of CITY. One patrol post is equivalent to the number of sworn personnel required to staff one patrol position 24 hours a day, 7 days a week, for one year ("24/7 coverage") including supervision, direct and indirect support functions (excluding Administrative Office Professionals), equipment, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the current geographic boundaries of CITY. A patrol post includes a Shift Relief Factor (as further

explained in Exhibit C), which is used as the multiplier to determine the number of full-time equivalent employees (FTEs) needed for 24/7 coverage. COUNTY measures the service level by the number of patrol posts provided to CITY, and not the number of hours provided.

A patrol post is a single unit, and cannot be requested, or provided, as a fraction thereof. In consultation with COUNTY, CITY may request enhancements to the level of law enforcement services as defined below under Section III, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to increase or decrease the number of patrol posts provided in the prior year, COUNTY shall provide CITY data supporting its determination that such level of service is necessary to protect public and officer safety within CITY along with its recommendation. Such data will be provided no later than December 1st of the current fiscal year. At CITY's request, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY.

i. If CITY wishes to reduce the then-existing type or level of service provided under the terms of this Agreement, CITY shall make a written request to COUNTY within thirty (30) days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level, and COUNTY will provide patrol activity data supporting the need for its current level of service.

ii. If CITY wishes to increase the then-existing type or level of service provided under the terms of this Agreement, CITY will make a written request to COUNTY no later than December 1st of the current fiscal year, for changes to be applied to the following fiscal year. CITY'S request shall detail the specific type and level of service CITY desires, with CITY acknowledging that the costs of such services will impact the total cost for the relevant fiscal year. COUNTY shall review said request and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance, or, with respect to Menu Items, partial acceptance of said 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 request and acceptance, including the resulting cost of the same; all other terms set forth in

this Agreement shall continue in full force and effect. In the event COUNTY rejects CITY'S request, the then-existing type and level of staffing shall remain in full force and effect.

- c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Section II. B. 2., above, CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with CITY to review the recommendation or request and shall consider CITY'S position in good faith, at which meeting the parties will review all data and evidence supporting the current or proposed level of service. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Section II. B. 3, above, is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease, including the resulting cost of such changes; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions including, Search & Rescue; Mounted Unit; Boat Patrol; Aviation Support (Air Support Unit); Underwater Search and Recovery; Special Weapons and Tactic Team (SET); Human Trafficking Task Force; Court Civil Services; Volunteer Program; Explorer Program; Project Lifesaver; Explosive Ordinances and Devices (Bomb Team); and/or Hostage Negotiations may also be provided within CITY limits as needed and when deemed appropriate by COUNTY. CITY will not be responsible for the cost of these services unless the service is requested by CITY as a Supplemental Law Enforcement Service as described in Section III, below. The parties acknowledge and agree that "specialized law enforcement functions" does not include cannabis compliance services.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If COUNTY directly receives grant funds on behalf of CITY related to law

enforcement services under this Agreement such grants shall be directly credited against CITY's costs under this Agreement, so long as such credit will not result in supplantation of funds nor violation of any rules, laws, or principles governing supplantation.

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

F. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at COUNTY'S obligation and expense throughout COUNTY regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be responsible for the costs attributable to custody or coroner services.

G. Community Oriented Policing. The parties acknowledge and agree that COUNTY practices community-oriented policing and conducts itself in a manner that promotes trust and accountability and is participatory in community matters and events.

H. 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.

III. Supplemental Law Enforcement Services

A. Definition. Supplemental Law Enforcement Services are those services that a CITY may select in addition to the "General Law Enforcement Services," as defined in Section II. Supplemental Services can be provided on an annual, full time basis (Menu Items and Grant Programs), or on a one-time or periodic basis. The availability of these Supplemental Law Enforcement Services is at COUNTY'S discretion and is dependent upon COUNTY'S ability to properly staff the supplemental services requested by CITY. Supplemental Law Enforcement Services serve as a supplement to General Law Enforcement Services and in no way replace any services provided under General Law Enforcement Services. As an example, if CITY purchases a Non-Relief (as hereinafter defined) traffic deputy as part of CITY's Supplemental Law Enforcement Services, the services of such Non-Relief traffic deputy are in addition to the general traffic enforcement provided under General Law Enforcement Services and in no way supplants such general traffic enforcement.

B. Non-Relief. All Supplemental Law Enforcement Services are non-relief positions. The term "Non-Relief" indicates that the provision of these services is dependent upon the availability of personnel assigned to a particular position. Services will not be supplemented by additional resources when assigned personnel are unavailable due to vacation, illness, training, or other factors collectively referred to as "lost time." Notwithstanding the foregoing, COUNTY shall use best efforts not to commit to provide Supplemental Law Enforcement Services unless COUNTY reasonably believes that

COUNTY will actually be able to provide such services and COUNTY shall use its best efforts to ensure that such services are in fact provided. In the event that a deputy assigned to a position classified as “Non-Relief” is unavailable to perform their duties due to illness, serious injury, leave of absence or other cause, but has not been transferred out of the position, COUNTY will inform CITY of the absence and whether COUNTY has capacity to staff the position. CITY will continue to pay for the affected position until the deputy assigned is no longer being paid directly by COUNTY, i.e., Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. In furtherance of the foregoing, COUNTY shall inform CITY as soon as COUNTY begins receiving Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. for any unstaffed position. In the event that the affected position remains unfilled for one month, CITY may request to meet and confer with COUNTY regarding such position. In the event the deputy has been transferred out of the position, CITY’S obligation to pay for such position will be immediately suspended. Calculation of any resulting credit will be determined as provided in Exhibit C, Section II.

C. Additional Annual Level(s) of Service.

1. Definition. Additional Annual Level(s) of Service refers to annual supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section II above. CITY may request an additional level of service for the succeeding fiscal year for any Supplemental Law Enforcement Services, including but not limited to, Menu Items, and Additional Levels of Service tied to Grant Programs, as further described below. Requests for Additional Annual Level(s) of Services must be made in writing by January 15th of the current fiscal year.
2. Menu Items. The following Supplemental Law Enforcement Services are available for purchase by CITY on an annual basis, subject to cancellation by CITY on at least sixty (60) days’ advance written notice from CITY to COUNTY:
 - a. Non-Relief Motor Deputy conducts motorcycle-based traffic enforcement, collision investigations, community outreach and education programs. The deputy’s enforcement is focused on common collision factors within the incorporated limits of CITY. The goal of the traffic deputy is to reduce the number of traffic collisions, persons injured in collisions and improve the overall safety of motorists, bicyclists and pedestrians.
 - i. Transfers/Promotions. In the event that a Motor Deputy assigned to a Supplemental Law Enforcement Service, or “Menu Item” position is promoted or otherwise transfers out of that assignment, CITY shall be responsible for the replacement costs of any equipment and training required of the succeeding deputy, that are not otherwise reimbursed.

This would include training, equipment and/or uniform items associated with the Motor Deputy position.

- ii. Motor Pool Costs. CITY will reimburse COUNTY for actual motor costs associated with Motor Deputy costs. Costs are determined by COUNTY’s General Services department and will be tracked through COUNTY’S financial system and added to the monthly invoice. Motor pool costs consist of fuel, maintenance/repair work, as well as insurance.
- iii. Uniform, Equipment, and Training Costs. CITY recognizes that COUNTY does not employ Traffic Deputies in any of its unincorporated jurisdictions and that Deputy, vehicle, uniform, equipment, and training costs are solely the responsibility of CITY. CITY shall reimburse COUNTY for uniform, equipment, and training costs in accordance with department standards. The below table delineates a sampling of the average useful life for uniform and equipment for a Motor Deputy Costs:

ITEM	AVERAGE USEFUL LIFE
Motorcycle	5 yrs
Moving RADAR	10 yrs
Handheld LIDAR	10 yrs
Helmet	5 yrs
Helmet Communication Harness	5 yrs
Uniform- Shirts (2)	2 yrs
Uniform- Pants (2)	7 yrs
Uniform- Boots (1)	3 yrs
Uniform- Jacket (1)	10 yrs

- b. Non-Relief School Resource Deputy acts as the liaison between school officials, CITY staff, and the Sheriff’s Office. The deputy provides education classes to students, parents and community members impacted by the school; completes school-related projects as directed; investigates youth related offenses related to the school on and off campus; and enforces state, local and education code laws.
- c. Non-Relief Community Resource Deputy typically works as a liaison between CITY staff and Sheriff’s personnel and works cooperatively with the City Manager, or designee, and the Station Lieutenant. The deputy focuses on the interests unique to CITY, develops crime prevention programs, and provides public education and instruction. The deputy also typically assists with coordinating CITY sponsored events.

- d. **Non-Relief Detective** investigates general or specific criminal violation cases developed by patrol personnel.
 - e. **Non-Relief Sergeant** provides supplemental supervision for groups of deputies assigned to similar duties or projects.
 - f. **Non-Relief Administrative Office Professional** (AOP) is additional clerical staff assigned to process incidents, crime and traffic reports. The AOP is responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.
 - g. **Non-Relief Sheriff's Service Technician ("SST")** works under general supervision and performs a variety of non-sworn technical and clerical based administrative duties in the office and the field.
3. **Grant Programs.** Subject to Section II. D. above, if the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period, unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. 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. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. 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.

D. **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 at the request of CITY, such as, but not limited to: additional security for planned events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, in accordance with

Section III. D. 2, below, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY.

2. Request Process for Planned Events. The request by CITY for additional law enforcement services for planned events, including but not limited to parades, festivals and similar events, shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and locations and may include a suggested level of service. CITY will notify COUNTY as soon as possible and at least forty-five (45) days prior to the event, for COUNTY scheduling purposes. CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate. COUNTY is not responsible for contracting with any outside vendors related to the underlying event requiring the request for one-time or periodic law enforcement services. COUNTY will solely contract with CITY for all one-time or periodic law enforcement services requested under this Agreement.

3. Request Process for Unanticipated Additional Services. The request by CITY for unanticipated additional law enforcement services shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives as soon as possible in advance of the need for such services. In the event that an advance written request is not possible, COUNTY will invoice CITY for actual costs for the unanticipated services.

4. Provision of One-time or Periodic Services. CITY requests for additional one-time or periodic law enforcement services, planned or un-planned, shall be granted at COUNTY'S discretion. If granted, CITY will be invoiced for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services.

IV. Personnel Management

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY 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 CITY 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 Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the Station Lieutenant (or other higher level officer as mutually agreed in writing), who will represent the Sheriff as Chief of Police Services, and any personnel for any position related to supplemental law enforcement services of a specialized nature that CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant, however, if CITY seeks to request review or transfer of the Station Lieutenant, CITY may make such request to the Commander. This provision notwithstanding, the Sheriff maintains exclusive authority over the selection or replacement of personnel provided to CITY.

D. Employee Pay Issues. Except as otherwise provided herein, CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation, or other employment benefits of any description to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status, benefits or rights from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status, benefits or rights from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

F. Diversity, Equity, and Inclusion (DEI). COUNTY and CITY are each committed to engaging in practices that promote diversity, equity, and inclusivity within their respective agencies and communities. COUNTY is committed to demonstrating respect for the diversity of CITY's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services. If requested by CITY, COUNTY patrol deputies providing services under this Agreement will make best efforts to participate in DEI training at the CITY level, provided that (i) CITY must provide COUNTY with any proposed CITY training for COUNTY's review, (ii) COUNTY approves of such training and (iii) to the extent CITY's training conflicts with the deputies' ability to perform services under this Agreement, the deputies' obligation to provide services under this Agreement shall prevail. CITY may inform COUNTY of CITY'S DEI events, outreach efforts, and training within CITY'S community, and COUNTY shall use its best efforts to have an administrative staff member attend and participate in such events, outreach efforts, and trainings. If COUNTY participates, such participation will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, below.

If there are any costs associated with attending such training, including any direct or backfill overtime costs, such costs will be borne by CITY. At CITY's request to the Station Lieutenant, COUNTY will provide CITY with COUNTY's DEI training or programs offered to employees providing services under this Agreement.

V. Enforcement of Laws

In conjunction with Section II.E, above, Sheriff shall, consistent with and subject to the limitations of applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), enforce those statutes of the State of California and municipal ordinances of CITY that call for or reasonably require enforcement by law enforcement personnel. When requested, and to the extent consistent with applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), Sheriff will assist in the enforcement of CITY's other municipal code provisions in cooperation with CITY's staff and Code Enforcement personnel. At CITY's request, CITY and COUNTY agree to meet and confer regarding Sheriff's Office policies that may impact the Sheriff's ability to enforce municipal ordinances of CITY.

VI. 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 CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. Whenever possible, the parties agree to consult with one another on significant changes to service level, new technology, and community oriented policing as it relates to provision of services under this Agreement within the CITY.

VII. Mutual Aid

The parties acknowledge and agree that an unplanned event or emergency may require a temporary reallocation of law enforcement services in order to maintain public safety either inside or outside of CITY.

VIII. Maintenance of Records

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants described in section III. C. 3, above, and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

IX. Law Enforcement Service Statistics and Data Reporting

A. Law Enforcement Statistics. As of the date of full execution of this Agreement, COUNTY maintains law enforcement service statistics as set forth in Exhibit A-1. The

Patrol Post Statistics, set forth in Exhibit A-1, are generated monthly from the Santa Barbara County Sheriff's Office's Computer Aided Dispatch (CAD). Within thirty (30) days of the end of each calendar month, COUNTY, via the Sheriff's Contract Services Bureau, shall provide CITY a monthly report of Patrol Post Statistics. If requested by CITY, COUNTY shall also provide CITY an annual report of Patrol Post Statistics.

While CITY is not charged based on compliance hours, the Patrol Post Statistics will include a monthly compliance report that tracks the total number of hours provided to CITY. The parties will meet and confer quarterly to discuss compliance. Additionally, the parties will meet and confer to discuss compliance if the compliance rate falls below 90% or rises above 110% of CITY's purchased patrol posts, for two consecutive calendar months. The compliance report will be in the form substantially similar to that attached hereto as Exhibit A-2.

All other statistics delineated in Exhibit A-1 (Reported Crime Statistics, Traffic Statistics, and Caseload Statistics), are obtained from the Santa Barbara County Sheriff's Office's Data Unit (Data Unit). COUNTY shall provide a report of such statistics as soon as practicable after receipt of such statistics from the Data Unit and no later than two months after the month in which the data was collected, unless system/software upgrades or changes render the information unavailable or unacceptable for dissemination due to inaccuracy, incompleteness, error, etc.

B. Data Reporting. COUNTY will provide CITY the following data reports:

1. Asset Forfeiture Reports. In June and December, COUNTY will provide CITY a report of all cases within the incorporated area of the CITY resulting in asset forfeiture; and,
2. Existing Quantitative and Qualitative Reports. COUNTY will provide CITY any non-privileged existing quantitative and qualitative reports for Community Resource Deputy, School Resource Deputy, Grants (OTS and others), and Criminal Investigations Division activity.
3. Beat Sheets. If requested by CITY, County will provide CITY a list of all patrol personnel staffing each post in CITY and in the areas immediately adjacent to CITY ("Beat Sheet") as soon as possible following CITY's request. The Beat Sheet will solely include information regarding assigned personnel and may not reflect which personnel actually provided services, including mid-shift changes. Discrepancies between the Beat Sheet and CAD data should be resolved in favor of the CAD data. If in the future CAD data is used by COUNTY for a more accurate report, such report shall replace the Beat Sheet for purposes of this section.

C. Annual Presentation to the CITY Council. Annually, the Chief of Police for CITY will present to the CITY Council regarding CITY contract compliance and significant

events from the prior year, including relevant data and a discussion of the goals and objectives set forth in Exhibit A-3.

- D. Additional Reporting. If COUNTY upgrades its systems or software such that COUNTY is able to provide additional data and statistics beyond what is described in this section, COUNTY shall notify CITY of the same and shall incorporate such additional data and statistics into the information provided to CITY under this section as soon as reasonably possible after full implementation of the new system/software. Following the implementation of such new system/software, if there is no additional cost to COUNTY to provide the additional data and statistics, then COUNTY will provide such at no additional cost to CITY. To the extent that CITY seeks additional or supplemental data reporting or analysis beyond that described in this section or beyond what COUNTY is capable of providing based on its then-current system/software, the parties will meet and confer regarding the possibility of providing such additional reporting. However, the ultimate determination regarding such additional reporting will be at COUNTY's discretion, and CITY will be invoiced for the actual costs incurred for any additional or supplemental data reporting or analysis beyond that referenced herein.

Exhibit A-1: Law Enforcement Service Statistics Reporting

Reported Crime Statistics

Criminal Homicide
Robbery
Burglary
Vehicle Theft
Theft

Forcible Rape
All Assaults
Vehicles Recovered
Calls for Service

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles

Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload Statistics

Felony Arrests

Misdemeanor Arrests

Patrol Post Statistics

Time spent on calls for service
Proactive patrol time

Time spent on report writing and
administrative duties



SANTA BARBARA COUNTY SHERIFF'S OFFICE

MAY 2023 REPORT

PREPARED BY CONTRACT
SERVICES UNIT

Deputy Sheriff Service Unit Compliance Time

Hours in Month	744.00
Posts Covered	3
Hours Logged in CAD	2382.30
Total Contract Hours	2232.00
Total Billable Hours	2222.20

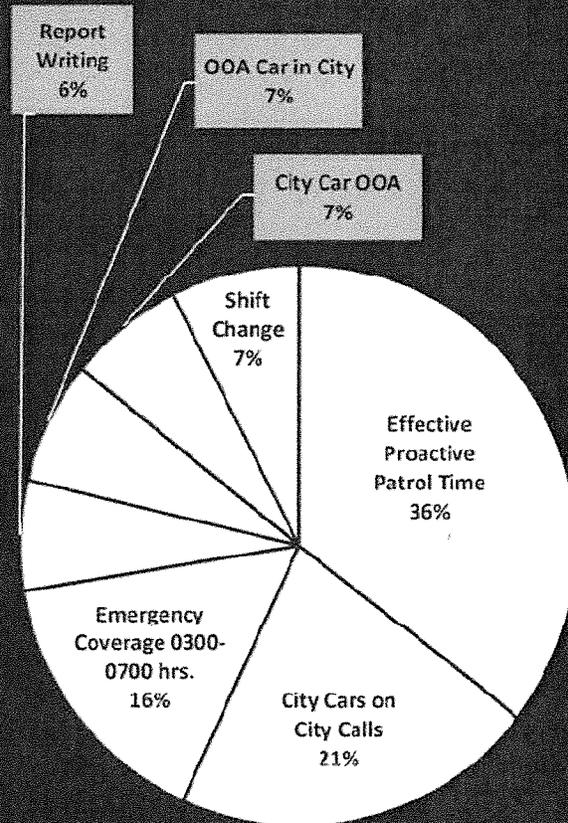
Compliance Totals

Monthly Total	99.56%
Annual Total	101.68%

Time Summarization

Calls for Service	506.20
Reports and Admin.	150.70
Shift Change	178.00
Proactive Patrol	1219.10
City Car Out of City	160.10
Out of Area Car in City	168.20

MAY PATROL ACTIVITY 2,382.30 HOURS



NOTE: There is no correlation between graph color and data listed above

Exhibit A-3: Performance Measures for Annual Presentation

The Sheriff's Office is committed to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community oriented policing. The information below further defines these objectives.

I. Building Trust and Legitimacy. Law Enforcement Services in CITY shall be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Use procedural justice¹ as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.
- B. Participate in youth/school-based outreach that provides CITY youth with positive law enforcement interactions.
- C. Engage in positive interaction with CITY business owners and operators.
- D. Participate in Neighborhood Outreach efforts, in particular, programs that effectively build, trust, and encourage open communication with CITY immigrants/Spanish language speakers.
- E. Participate in outreach and communication with CITY residents.
- F. Make best efforts to ensure that employees assigned to provide services to the CITY reflect the community they serve. Conduct annual recruitment programs (e.g., Explorer Program) to recruit constituents of CITY.
- G. Should a Community Resource Deputy or similar Menu Item position be filled, include interacting with youth and coordinating / collaborating with School District as a part of duties. The Community Resource Deputy or similar Menu Item may participate in programs, that can be cooperatively carried out with the CITY School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. Culture of Transparency and Accountability. Law Enforcement Services in CITY shall be conducted in a manner that maintains a culture of transparency and accountability with the community and its residents. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

¹ Per the Department of Justice, procedural justice focuses on the way police and other legal authorities interact with the public and how the characteristics of those interactions shape the public's views of the police, their willingness to obey the law, cooperation with the police in fighting crime, and actual crime rates.

- A. Work with CITY regarding public notification by website(s), social media and/or email newsletters regarding data provided in Section IX of Exhibit A.

III. **A Safe Community.** Law Enforcement Services in the CITY shall be conducted in a manner that reinforces CITY's reputation as a safe community for residents and supports private investment and property values. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, providing service in a fair, honest, prompt, cooperative, helpful, sensitive, and courteous manner, primarily through the deterrence/prevention of crime and the apprehension of offenders.
- B. Participate in Neighborhood and Business Watch programs.

IV. **Community Policing.** Law Enforcement Services in CITY shall be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. Consistent with these principles, when possible and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Engage in multidisciplinary, community team approaches for planning, implementing, and responding to crisis situations with complex causal factors, including use of co-response teams to effectively respond to mental health issues.
- B. Work with CITY residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.
- C. Participate in training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

V. **Community Based Events.** In furtherance of the above-referenced principles, COUNTY will collaborate with CITY to offer a minimum of two (2) of the below community-based events. The time utilized to accomplish the below events will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, of Exhibit A. If there are any costs associated with participating in these events or programs, including any direct or backfill overtime costs, such costs will be borne by CITY.

- A. Conduct one (1) Neighborhood and Business Watch program meeting per year.
- B. Participate in one (1) CITY meeting or event where CITY residents can interact with COUNTY and help influence programs and policy.
- C. Hold one (1) group event in CITY annually.
- D. Hold one (1) appropriately age-based student outreach event, such as Hot Cocoa with a Cop, at an Elementary, Middle, or High School in the CITY.
- E. Participate in the National Night Out event in collaboration with CITY annually.

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Exhibit B: Payment Methodology

I. General Compensation

A. General. COUNTY will charge CITY, and CITY will be charged, in accordance with the payment methodology set forth in this Exhibit B and the cost model set forth in Exhibit C.

B. Exhibit E. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2, for Fiscal Year 2023-2024 will be provided to CITY as Exhibit E and will be referred to as “Cost Computation Fiscal Year 2023-24.” A revised Exhibit E (to be called Exhibit E-1, Exhibit E-2, etc. and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY annually with the annual cost recalculation (per Section II below) showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY and additionally whenever there is a renegotiation of the MOU (defined below) that impacts the escalator discussed below and/or a change in Menu Items or service level changes (per Exhibit A, Sections II.B. or II.C). Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or designee thereof, and the Sheriff on behalf of COUNTY.

II. Annual Cost Recalculation Via an Escalator

The cost model described in Exhibit C sets the base contract cost under the Agreement. CITY and COUNTY have agreed to an annual cost recalculation via an escalator rather than an annual recalculation of the cost model. Aside from the annual cost recalculation via an escalator that is described in this section, and any potential new or mid-year increases as described below, or any costs associated with any Menu Item or service level changes contemplated in Exhibit A, Sections II.B. or II.C., there shall not be any other increases to the base contract cost during the term of the Agreement, including any extensions pursuant to Section 4. B. of the Agreement. The escalation factor includes (1) any “Salary Increases” for the Deputy Sheriff job class, defined as “across the board base salary increases” or “wage increases” as used in section 5 of the Memorandum of Understanding (“MOU”) for the Santa Barbara County Deputy Sheriff’s Association (“DSA”) (March 16, 2022 through June 21, 2026), attached as Exhibit B-1 and, including but not limited to, salary adjustments or unit cash allowance for the Deputy Sheriff job class in lieu of a Salary Increase delineated in a new DSA MOU agreement, DSA side letter agreement, or otherwise (collectively “DSA agreement”) plus (2) an annual 2.78% cost escalator. For instance, if the base contract cost is \$100 and the DSA MOU Salary Increase is 2%, the calculation for the base contract cost of the following fiscal year is as follows:

Exemplar Annual Recalculation Calculation:

2% (MOU Salary Increase) + 2.78% (Annual Escalator) = 4.78% (Total Annual Escalator)

$\$100$ (Base Contract Cost) x 4.78 % (Total Annual Escalator) = $\$ 104.78$ (New Base Contract Cost)

The escalation factor is an amount that is expected to keep pace with inflation for all cost areas. Because the cost of staff is the largest impact, the escalation factor has a base increase for salaries. The additional factor of 2.78% is forecast to cover all other increases – individualized merit increases, health, pension, insurances, services and supplies, etc. – over the term of the Agreement.

A. New or Mid-Year DSA Increase. If there is a new or mid-year DSA agreement that includes a Salary Increase that impacts base salary costs for the Deputy Sheriff job class, such Salary Increase will be immediately incorporated into CITY’s costs in accordance with the terms and timelines of such DSA agreement. This will result in a mid-year base contract cost adjustment, which will serve as the new cost for CITY for the current fiscal year as well as the base contract cost for the following fiscal year. This new or mid-year base contract cost adjustment will be calculated by multiplying the new or mid-year MOU salary increase by the base contract cost for the current fiscal year.

In the above example (with a base contract cost of \$100 and annual DSA MOU Salary Increase of 2% + 2.78 escalator), if there is an MOU Salary Increase in December of an additional 1%, the mid-year base contract cost adjustment will be calculated as follows:

Exemplar Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$104.78$ (Current Year Base Cost) x 1% (December MOU Salary Increase) = $\$105.83$ (New Base Contract Cost)

As an alternate example, if there is a DSA agreement that impacts costs during FY 23/24 before the annual recalculation is performed, if the FY 23/24 base cost is \$100 and there is an MOU salary increase in December 2023 of 1%, the mid-year base cost adjustment will be calculated as follows:

Exemplar FY 23/24 Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$100$ (Current Year Base Cost) x 1% (December MOU Salary Increase) = $\$101$ (New Base Contract Cost)

III. Payment

A. Payment for General Law Enforcement Services and Menu Items. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2 will be memorialized in Exhibit E. Such costs for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY 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. CITY'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 Office" and mailed to COUNTY address specified in the Agreement at Section 1, ("Designated Representative") unless otherwise directed in writing by COUNTY. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days of the respective due date, COUNTY shall notify CITY in writing. 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 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 COUNTY office described on said invoice.

1. Future Annexation. In the event that CITY intends to annex any new area(s) near the incorporated CITY limits, CITY will provide COUNTY written notice within forty-five (45) days of CITY's initiation of the annexation process. Thereafter, the parties will meet and confer and determine the impacts of any future annexation, including COUNTY's provision of law enforcement services to the annexed area(s) and any compensation due to COUNTY by CITY to serve the newly-annexed area(s).

B. Payment for One-Time or Periodic Law Enforcement Services.

1. Estimates. CITY may request an estimated cost from COUNTY in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.
2. Cost Tracking & Invoicing. The actual costs related to providing additional or special law enforcement services, including overhead, will be tracked through COUNTY'S financial system and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within ninety (90) days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at COUNTY's Sheriff 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.
3. Payment Process. CITY payment for One-Time or Periodic Law Enforcement Services is due to 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. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days after the date of the invoice, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using 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.

IV. Miscellaneous

A. Booking Fees. Booking fees include the costs associated with receiving and booking arrestees into COUNTY's jails. CITY will not be responsible for the payment of booking fees to COUNTY.

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

C. Capital Improvements. COUNTY makes no guarantees regarding whether COUNTY will make law enforcement-related capital improvements within CITY. COUNTY will discuss with CITY if COUNTY intends to forego a reasonably expected capital improvement that relates to the provision of law enforcement services within CITY, and COUNTY will obtain CITY's prior approval before making a capital improvement that will result in a cost increase to CITY.

D. Seizure Funds. Federal and /or State seizure or forfeiture funds distributed back to COUNTY stemming from cases arising within the incorporated areas of CITY and originating by any personnel assigned to a contracted CITY post position or CITY narcotics detective Menu Item, shall be shared with CITY 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 80% to CITY and 20% to COUNTY. The above notwithstanding, CITY is not entitled to any assets seized as a result of investigations initiated by the Sheriff's Special Investigation Bureau, law enforcement services rendered outside the terms of this Agreement, or seizure funds related to cannabis compliance services.

CITY is responsible for executing any and all agreements, guidelines and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets, however, COUNTY law enforcement personnel will cooperate with and assist CITY in preparing all required documentation.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY. For clarity, COUNTY shall not negotiate services with other law enforcement agencies on behalf of CITY except in mutual aid situations or if requested by CITY.

F. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia, the cost of such insignia will be at CITY's expense.

G. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within CITY for law enforcement use. Similarly, CITY makes no guarantees regarding its provision of facilities (leased or otherwise) to COUNTY. Any provision of facilities from CITY to COUNTY shall be the subject of separate agreement (e.g., a lease).

Exhibit B-1: Santa Barbara County Deputy Sheriff's Association
Memorandum of Understanding (March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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(March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

- A. Law Enforcement Non-Supervisory
 - Emergency Communications Center Call Taker
 - Communications Dispatcher I
 - Communications Dispatcher II
 - District Attorney Investigator I
 - District Attorney Investigator II
 - District Attorney Investigator III
 - Custody Deputy
 - Sheriff's Deputy, Trainee
 - Sheriff's Deputy
 - Air Support Pilot

- B. Law Enforcement Supervisory
 - Communications Dispatch Supervisor
 - District Attorney Investigator, Supervising
 - Custody Sergeant
 - Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

- A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association. The County shall provide the Association all information that is required by California Government Code §3557.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.

- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
 - 1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.

 - 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.

 - 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

 - 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

- E. The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead used to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the ½ time portion).

DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "qualifying activities" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the

bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "qualifying activities" for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

- a. Representation of members at interviews required for Professional Standards Investigations,
- b. Attendance at Board of Supervisors' meetings,
- c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
- d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
- e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

- f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
- g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
- h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release

time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 5. Salaries

- A. Effective June 27, 2022, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association. At this time, pursuant to Section 22 of this MOU, the County shall also increase each step in the hourly salary ranges for the following classification series by \$0.125: Call Takers and Communications Dispatchers.
- B. Effective Pay Period 2023-15 (estimated date 6/26/2023), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.
- C. Effective Pay Period 2024-15 (estimated date 6/24/2024), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

In addition, in Pay Period 2024-15, the following wage increases will become effective for the following job classification series:

- Call Takers and Communications Dispatchers: 5% for a total of 7.5%
 - Custody and Sheriff's Deputies/Sergeants: 2% for a total of 4.5%
 - District Attorney Investigators and Sheriff's Pilots: 2% for a total of 4.5%
- D. Effective Pay Period 2025-15 (estimated date 6/23/2025), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

SECTION 6. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

- C. Annually during the term of this agreement, the County shall allocate additional funds in the amount of \$2,259,365 to offset the cost of employee and/or dependent health insurance. This additional annual employer contribution will increase by \$450,000 in January 2025 for a total of to \$2,709,365 for the 2025 plan year and again by \$450,000 in January 2026 for a total of \$3,159, 365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

- F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;

- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

- A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

- B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. STD/LTD Benefits

- A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to \$11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

- F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - a. Employees may be absent from County service no more than three consecutive years; and
 - b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

New Year's Day, January 1
 Martin Luther King Jr.'s Birthday, 3rd Monday in January
 Lincoln's Birthday, February 12
 Washington's Birthday, 3rd Monday in February
 Memorial Day, last Monday in May
 Juneteenth, June 19
 Independence Day, July 4
 Labor Day, 1st Monday in September
 Columbus Day, 2nd Monday in October
 Veteran's Day, November 11
 Thanksgiving Day, 4th Thursday in November
 Thanksgiving Day Friday, the day after Thanksgiving
 Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior pay roll year will expire at the end of pay period 3 each pay roll year.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.
- C. Donations:
 - are voluntary;
 - are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
 - must be for a minimum of eight (8) hours, in whole hour increments;
 - are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
 - are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.
- G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.
- H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

- A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. Effective June 27, 2022 (Pay Period 2022-15) compensation under Section 14 B shall increase from one dollar and fifty cents (\$1.50) to three dollars (\$3.00) per hour.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
 - 2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.

For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the

discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

- E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.

- F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond 120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.

- G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

- H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.

- I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.

- J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

- K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.

- L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.

- M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

- N. Regularly Scheduled Overtime in the Communications Dispatch Center
 - 1. Overtime that will be reported by the County to SBCERS for Affected Classifications is “regularly scheduled” or “regularly worked” overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee’s designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.

 - 2. Overtime hours that are “regularly scheduled” or “regularly worked” in a given deployment period (approximately 4 months) are hours:
 - a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, and
 - b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.

 - 3. “Regularly scheduled” or “regularly worked” overtime” for pension purposes shall not include overtime worked when:
 - a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
 - b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or

- c. Unplanned and unscheduled overtime hours incidental to the employee's regular shift (e.g. an employee gets off work late due to work load or other reasons), or
 - d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of "regularly scheduled" overtime.
4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of "regularly scheduled" (i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed “regularly scheduled” and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is “regularly scheduled” to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.
6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County’s standard operational needs. To the extent “mandatory overtime” is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee’s “Monday” or “Friday” of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
 1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
 2. Be readily reachable by telephone or paging device;
 3. Remain within a specified distance or time from their work stations; and
 4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
- C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty

while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

- E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

- A. The County offers the following retirement plans:
 - 1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
 - 2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
 - 3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
 - 4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
 - 5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
 - 6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
 - 7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)
- B. In accordance with California Government Code Section 31631, employees in "Non- PEPPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. Effective in pay period 2023-15 (estimated 6/26/2023), the maximum shall be increased to \$1,000, and effective in pay period 2024-15 (estimated 7/8/2024), the maximum shall be increased by \$500 to \$1,500 total. The County agrees to fund annually an amount sufficient to cover 10% of the bargaining unit members receiving this benefit.

SECTION 19. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

- B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

- 1. Forty-six dollars (\$46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to fifty dollars (\$50.00).

- 2. Eighty-three dollars and seventy-five cents (\$83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to ninety dollars (\$90.00).

- 3. One hundred twenty dollars (\$120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Effective June 27, 2022, this allowance shall increase to one-hundred-thirty dollars (\$130.00).

- 4. One hundred sixty dollars (\$160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody

Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).

5. One hundred sixty-two dollars (\$162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).
6. Two hundred thirteen dollars and fifty cents (\$213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to two-hundred-thirty dollars (\$230.00).

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 21. Specialized Duties and Assignments

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 22. Uniform Allowance

- A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

- B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.
- C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of

replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment. Effective June 27, 2022 the uniform allowance shall be discontinued and employees in these classifications will no longer be required to wear uniforms to work. Uniforms will no longer be issued, and the uniform allowance will be incorporated into base pay at that time.

- E. Effective as soon as practicable after this MOU is ratified by the Association and approved by the Board of Supervisors, employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$260 per year paid at the beginning of each fiscal year. The initial \$260 will be prorated for the balance of the first year of service and for all existing Investigators employed at the time this MOU provisions is implemented for the remainder of Fiscal Year 2021-22. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills

he/she shall receive an allowance of \$57.69 per pay period. Effective date Pay Period 2023-15 (estimated June 26, 2023), the bilingual allowance shall increase to \$95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 25. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular

compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 28. Air Support Unit Duty

Effective as soon as practicable following Board approval of this MOU, employees in the following classifications will transition from current special duty allowances to the following: Air Support Pilot assigned to Air Support Unit duty shall receive an allowance of \$350 biweekly. In addition, other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as tactical flight officers shall receive an allowance of \$425.00. Other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as pilots or hangar supervisors shall receive an allowance of \$845.00 biweekly. Effective June 27, 2022, each of these allowances will increase by \$75.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 29. Mounted Unit Duty

Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of \$75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Cuyama Patrol Assignments

Effective as soon as practicable following Board approval of this MOU, employees regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of \$400 biweekly.

SECTION 35. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be

used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.

2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.
3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 36. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of \$20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 37. Transportation Demand

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 38. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 39. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 41. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.
- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee’s accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 42. Grievance Procedure

- A. Definition
A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.
- B. Basic Rules
 - 1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.
 - 2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.
 - 3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.
 - 4. Time limits may be extended by mutual consent, in writing.
 - 5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.
 - 6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
 - 7. Two or more employees with a common grievance may initiate a single proceeding.

8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division

commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer

within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

- A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.
- B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.
- C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.
- D. In relation to alleged violations of the Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 8, below. Grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration.
- E. The County and the Union shall endeavor to agree upon the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues shall be decided by the arbitrator.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record

on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.
2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 7 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator.

In such event, the Board of Supervisors shall deliberate the grievance and shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award.

In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to

the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 43. Disciplinary Appeals

The parties have agreed that in lieu of appealing disciplinary actions to the County's Civil Service Commission, a pilot program will be implemented wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision. That decision may then be appealed by the parties pursuant to CCP §1094.5. The pilot program shall be implemented as soon as practicable. After two years, the parties shall begin discussing the pilot program and whether to extend, modify, or eliminate it. Absent agreement to extend it, the program shall sunset for disciplinary appeals filed after June 30, 2025.

SECTION 44. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 45. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed

to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 46. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 47. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 48. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 49. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 50. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.
- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.
- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 51. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2026-14 (estimated June 21, 2026). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

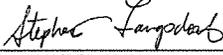
To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

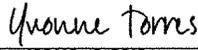
Dated _____

Dated 3/26/2022

County of Santa Barbara

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Stephanie Langsdorf

DocuSigned by:


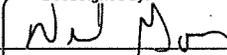
Yvonne Torres

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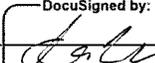
Santa Barbara County
Deputy Sheriffs' Association

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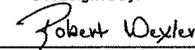
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Judi Hall

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Corydon Mathews

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Robert M. Wexler

Exhibit C: Cost Model

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Exhibit C: Cost Model

The cost model is utilized to determine the base contract cost under the Agreement. The cost model determines the cost of a post based on the cost of a Sheriff Deputy, which includes both direct and indirect costs of providing law enforcement services. The direct and indirect costs of providing law enforcement services are determined as follows:

I. Cost Model Components

COUNTY determines charges for law enforcement services payable by CITY utilizing a series of service assumptions and allocations that are based on the initial contract year's projected budgeted service costs as well as actual cost allocations for Deputy Sheriff Trainees, field training, and overtime. These costs are spread among COUNTY and the Contract Cities of Buellton, Carpinteria, Goleta, Solvang ("Contract Cities") based on the cost allocation methodologies described below:

- A. Law Enforcement Patrol Staffing Cost Allocation. Patrol staffing is based on a three-year average of productive time for patrol deputies. Productive time is calculated using a Shift-Relief Factor, which is defined as the additional personnel required to ensure a post is staffed with 24/7 coverage (8760 hours per post) and is used as the multiplier to determine the number of full-time equivalent (FTE) employees needed to provide that coverage. For one deputy, there are 2,080 regular gross annual work hours possible. However, gross annual work hours are reduced by lost time, including training, illness, vacation or other causes, which provides the net annual work hours ("NAWH") – the number of hours staff actually work per year. A three-year average of the NAWH is utilized to project the FY 23/24 Shift-Relief Factor to ensure a post is staffed for all 2,080 hours in the year. Based on the NAWH three-year average, the Shift-Relief Factor for Fiscal Year 23/24 is approximately 1592 hours per deputy, resulting in 5.5 deputy full-time equivalent (FTEs) employees per 8760 hour post. The number of Sheriff Deputies required per 24/7 post for FY 23/24 are as follows:

One Post = 5.5 FTE

Two Posts = 11.0 FTE

Three Posts = 16.5 FTE

- B. Direct Cost of a Sheriff Deputy. This is the average projected budgeted cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. Direct costs of a Sheriff Deputy exclude all costs of Sheriff functions that are made available to all portions of the County, such as custody and coroner functions, as well as all law enforcement programs and projects that are reimbursable from other sources.
- C. Direct Cost of a Patrol Post. This is the average projected/budgeted cost of salary and benefits paid to the employee classifications that provide direct support to a patrol post. Direct costs include unemployment insurance, workers compensation,

and liability insurance. Supervision and management of a patrol post includes an allocation of Sheriff Special Duty Deputies (allocated by percent of the Shift-Relief Factor proportional to the number of posts overseen in CITY), Sergeants, Lieutenants, Commanders, a Chief Deputy (allocated by percentage of posts overseen by position), and Administrative Office Professionals, who also provide direct support to Sheriff Deputies. CITY is allocated a single Administrative Office Professional as direct support for CITY’s law enforcement services.

This category includes all direct staffing for the Law Enforcement Operations (LEO) function, excluding the Patrol Deputies. Allocations for Patrol Law Enforcement Staff have been set at a constant ratio through the term of the contract. These positions and allocations are shown below:

FY 23/24 LEO Staffing	Buellton FTE
Admin. Office Pro II	1.00
Chief Deputy Sheriff	0.05
Parking Enforcement Officer (Menu Item)	0.00
Sheriff's Commander	0.10
Sheriff's Deputy (Post)	5.50
Sheriff's Deputy (Menu Items)	0.00
Sheriff's Deputy II- Special Duty (including Menu Items)	0.25
Sheriff's Lieutenant	0.17
Sheriff's Sergeant (including Menu Items)	0.67
Contracts Services Bureau	
Sheriff's Lieutenant	0.13
Dept. Bus. Spec. II/FOP Sr	0.20
Subtotal	8.07

- D. Other Staffing Charges. There are three charges related to staffing that change each year and are allocated to patrol operations from outside of the Sheriff’s Office: Unemployment Insurance, Worker’s Compensation Insurance, and Liability Insurance.

For FY 23/24 these charges are applied to CITY’S law enforcement services contract cost on a per FTE basis determined by dividing the cost of these charges by the total FTE assigned to patrol operations for both sworn and non-sworn personnel.

- E. Direct Services and Supplies and Other Charges. This is the projected budgeted cost for supplies and other charges incurred for direct law enforcement services. This includes equipment maintenance, vehicle fuel, training, motorpool and various other law enforcement expenditures. Direct services and supplies excludes any expenditures for functions, programs and projects that are excluded from the

direct cost of a Sheriff Deputy. The specific allocation metrics for direct services and supplies are delineated in the below Allocation Summary table.

Direct services and supplies and other charges also includes costs associated with Deputy Sheriff Trainees (DST). A DST is defined as a Deputy Sheriff trainee who is presently in the Law Enforcement Academy and who has not yet acquired a Peace Officer Standards and Training (POST) certificate. The cost is calculated using a three-year average of DST hours and salary costs. The total is then allocated to CITY based on CITY's total number of sworn law enforcement positions.

Direct services and supplies and other charges also includes costs associated with Field Training (FTO). FTO is the minimum 16-week training program that is required for any trainee. A trainee is defined as any entry level or lateral bureau deputy newly appointed to the Santa Barbara County Sheriff's Office who has successfully completed the Peace Officer Standards and Training (POST) approved Basic Academy. The cost is calculated using a three-year average of hours spent as a field trainee multiplied by the projected budgeted A-Step hourly rate of a Deputy Sheriff Trainee for the operative fiscal year. The total is then allocated to CITY based on CITY's total number of contracted post(s) as a percentage of the total number of posts county-wide.

Direct services and supplies and other charges also includes an overtime allocation. Overtime is allocated using prior year actual overtime, less any overtime attributed to vacancies. An estimated inflation factor of 3.5% is then added to the total and allocated to CITY using CITY's total number of calls for service as a percentage of the countywide total of calls for service ("CFS").

- F. Cost of Support and Administration (Indirect Cost Rate Proposal, or "ICRP"). The ICRP is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to the Contract Cities excludes any costs that are general overhead costs of operation of COUNTY government.

For FY 23/24 the ICRP rate is 8.75%. The ICRP is applied to all salaries and benefits included in the contract for law enforcement services.

- G. Direct Overhead. Forensics, Criminal Records, Investigations, Property & Evidence, Narcotics, Intelligence, and High Tech Crimes are allocated using CITY's CFS. The total includes both Service & Supplies and Salary & Benefits, however ICRP is only applied to the Salary & Benefit portion of the costs.

- H. Public Safety Dispatch Costs. This is CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. CITY's share of these costs are based on total dispatch cost from prior year, less fire and ambulance services. A 3% inflation factor is then added, as well as ICRP. That total is then allocated using a three-year average of CFS provided to CITY as a percentage of the Sheriff's total law enforcement CFS.

Dispatch costs are spread between COUNTY and CITY based on the three-year average share of CFS. The FY 23/24 share of Dispatch costs are as follows: County (69.78%) and Buellton (3.03%).

- I. Sheriff's Law Enforcement Contract Services Bureau (CSB). This is CITY's proportionate share of the Sheriff's Contract Law Enforcement Bureau costs. CITY's share of these costs include salaries and benefits of the Department Business Specialist and CSB Lieutenant as well as services and supplies. The salary and benefit cost of the Department Business Specialist is divided evenly amongst the Contract Cities and COUNTY, while 50% of the salary and benefits of the CSB Lieutenant is divided evenly among the Contract Cities. CSB services and supplies costs are divided equally among the Contract Cities and COUNTY.

II. Supplemental Law Enforcement Services Costs

Supplemental Law Enforcement Services as defined in Exhibit A, Section III. C. 2 (Menu Items), will be charged based on the average projected budgeted cost of the Sheriff Deputy employee classification, including all direct and indirect costs, for the Supplemental Law Enforcement Services selected. To the extent that CITY seeks to remove a Menu Item existing in the base contract, CITY will be credited on the invoice in an amount equal to the cost of the Menu Item in the cost model for the year in which the Menu Item is removed. This will be calculated based on the base year contract cost plus any previously applied escalator. To the extent that CITY seeks to add additional Menu Item positions, costs will be based on actual costs of the Menu Item positions for the year in which the Menu Item is requested. These Menu Item changes will be reflected in Exhibit E for the year that the change is requested.

COUNTY will separately invoice CITY for any One-Time or Periodic Supplemental Law Enforcement Services, as defined in Exhibit A, Section III. D, for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services, as well as ICRP and Contract Service Bureau fees, as applicable.

As Supplemental Law Enforcement Services are non-relief positions, a relief factor is not applied to these costs.

III. Excluded Costs

As per County of Santa Barbara, Board of Supervisors Resolution 18-173, dated July 3, 2018, attached hereto as Exhibit C-1, law enforcement services made available to all portions of the COUNTY are excluded from the cost model. Additionally, department head costs (Sheriff, Undersheriff, and one Administrative Professional devoted to department head) are excluded from the ICRP.

IV. Credits

For FY 23/24, CITY will receive its proportionate share of credits for Safety Workers Compensation (SWC), Authorized Leave of Absence (ALN), and Medical Leave without pay (MED) for the Sheriff Deputy job class. For SWC this is accomplished by using a three (3) year average of the amount received for SWC for the Sheriff Deputy job class and allocated to the departments by contracted posts. For ALN and MED, the credit takes the average of three (3) years of hours posted by Sheriff Deputy job class and uses the average cost of projected job class to calculate the credit given to CITY. This is also allocated to CITY by contracted posts.

For FY 23/24, CITY will receive a credit for non-paid time off by patrol staff. This includes unpaid medical leave (MED) and administrative leave unpaid (ALN). For FY 23/24, COUNTY calculated this amount as a total of \$19,306 for all of the Contract Cities. The credit is based on the average hours of leave taken over the last three-years times the average cost per hour for the Deputy Sheriff position. The credit for each post is \$2,800.

For FY 23/24 CITY will also receive credits for Safety Workers Compensation (SWC) received by COUNTY. In FY 23/24 there is a total \$151,838 credit that is divided among the 21 posts. This means CITY is allocated 4.76% of this credit for each post contracted.

Given that the parties have agreed to use a cost escalator as described in Exhibit B, Section II, rather than a recalculation of the cost model, the above-referenced credits solely apply to FY 23/24 base year costs and will not be recalculated and applied to any other year of the Agreement.

V. Allocation Summary

The following table delineates each cost category and the metric utilized for calculating that cost.

COST TYPE	METRIC USED FOR CALCULATION
Deputy Sheriff	Lost-time/relief factor calculation- 5.5 FTE per post
Special Duty Deputy Sheriff	% of relief factor proportional to posts overseen
Sergeant	% of posts overseen by position †
Lieutenant	% of posts overseen by position †
Commander	% of posts overseen by position †
Chief	% of posts overseen by position †

AOP	1
Workers Comp/Liability/Unemployment Ins	# of FTE
Contract Services Bureau S&B	Allocated evenly among Contract Cities & County‡
All Direct Overhead	% CFS *
Public Safety Dispatch	% CFS *
Services & Supplies	% CFS *
Contract Services Bureau – S&S	Allocated evenly among Contract Cities & County
Field Training	% of Total Posts
Overtime	% CFS *
Motor Pool	# of Patrol Units
Radios	# of Sworn Positions

*Based on three-year average

†No relief factor added

‡Only 50% of CSB Lieutenant is allocated to the Contract Cities

Exhibit C-1: Excluded Costs
Board of Supervisors Resolution 18-173 dated July 3, 2018

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF DETERMINING)
LAW ENFORCEMENT SERVICES MADE) RESOLUTION NO. 18-173
AVAILABLE TO ALL PORTIONS OF THE COUNTY)

WHEREAS, the County of Santa Barbara, through the Sheriff's Office, contracts with the incorporated cities of Goleta, Carpinteria, Solvang and Buellton for law enforcement services pursuant to Government Code Section 51301; and

WHEREAS, the County of Santa Barbara Sheriff's Office identified certain law enforcement services that are made available to all portions of the County regardless of whether a contract for law enforcement services is in place; and

WHEREAS, Government Code Section 51350 requires that a county shall not charge a city contracting for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors.

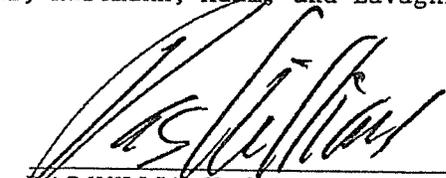
NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara that the following law enforcement services are made available to all portions of the County:

- Coroner
- Search and Rescue
- Mounted Unit
- Boat Patrol
- Aviation support
- Custody Operations
- Underwater Search and Recovery
- Special Weapons and Tactics Teams (SET)
- Human Trafficking Task Force
- Court Civil Services
- Volunteer Program
- Explorer Program
- Project Lifesaver
- Explosive Ordinance and Devices (Bomb Team)
- Hostage Negotiations Team
- Security provided at the request of the Board of Supervisors

ENCL. (4)

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, this
3rd day of July 2018.

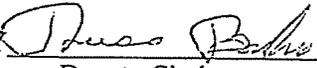
AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino
NOES: None
ABSENT: None



GAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

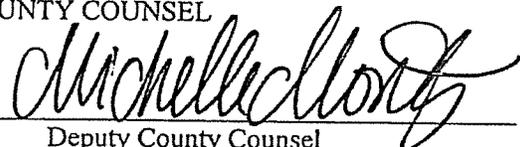
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BY 

Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL
BY 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER
BY 

Deputy

Exhibit D: Special Indemnification & Insurance Provisions

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

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, 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 California Government Code Section 895.4, each of the parties hereto shall fully 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 California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct 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.

2. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit E: Cost Computation Fiscal Year 2023-24

**City of Buellton
FY 23/24 Contract Cost
Exhibit E**

Patrol Costs	FTE	Total Contract Cost
<i>Direct Patrol</i>		
Sheriff's Deputy	5.50	\$1,100,162
<i>Patrol Support</i>		
Sheriff's Deputy II- Spcl Duty	0.25	55,264
AOP II	1.00	114,358
Chief Deputy Sheriff	0.05	21,207
Sheriff's Commander	0.10	38,501
Sheriff's Lieutenant	0.17	55,540
Sheriff's Sergeant	0.67	176,500
<i>Menu Item Positions</i>		
N/A	-	-
<i>Contract Services Bureau</i>		
Sheriff's Lieutenant	0.13	40,838
Dept Bus Spec II	0.20	31,450
<i>Other Staffing / Indirect</i>		
Other Staffing Charges (UI, WC, LI)		181,295
Indirect Rate		158,823
Total Patrol Cost		1,973,938
Law Enforcement Support Costs		
Public Safety Dispatch Costs		85,609
<i>Other Direct Charges</i>		
Services & Supplies		37,863
CSB - Services & Supplies		18,440
DST/FTO		83,175
WC Credit		(7,230)
Overtime		27,978
Motor Pool		69,390
Radio/Communications		17,205
<i>Direct Overhead Costs (S&B and S&S)</i>		
Forensics		31,100
Criminal Records		56,300
Investigations		220,900
Property & Evidence		19,800
Narcs		27,900
Intelligence		17,300
High Tech Crimes		17,600
Total Salary		30,100
Total Law Enforcement Support		753,430
Total Contract for FY 23-24		\$2,727,368

Notes:

UI = Unemployment Insurance; WC = Workers Compensation Insurance; LI = Liability Insurance
ICR = Indirect Contract Rate; S&B = Salaries & Benefits; S&S = Services & Supplies

City of Carpinteria Contract Law Enforcement Services



FY 2023/2024- FY 2026/2027

Sheriff's Office, County of Santa Barbara
Bill Brown, Sheriff-Coroner

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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 "CITY") wherein COUNTY agrees to provide, and CITY agrees to accept, the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, pursuant to California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner; and

WHEREAS, this Agreement supersedes and replaces any prior agreement between CITY and COUNTY concerning the matters governed hereby, including, without limitation, that certain Contract Law Enforcement Services Agreement dated as of July 1, 2019 (as amended, the "Prior Agreement"), which is hereby terminated and of no further force and effect, except for Section II. Paragraph 3 of Amendment No. 3 to such Prior Agreement, which relates to subsequent adjustments to costs incurred under said Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein to this Agreement by this reference), and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Contract Services Lieutenant at phone number (805) 681-4185 is the designated representative for COUNTY. The City Manager of CITY at phone number (805) 755-4400 is the designated representative for CITY. 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 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, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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 Exhibits A, C, and E attached hereto and incorporated herein by reference.

4. **TERM.**

A. **Basic Term.** The term of this Agreement shall commence July 1, 2023, and continue through June 30, 2027, a four (4) year term expiring on June 30, 2027 unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Section 4(B).

B. **Extended Term.** The terms of this Agreement may be extended a maximum of three (3) one - year periods: a first term from July 1, 2027 to June 30, 2028, referred to as the First Extended Term; a second term from July 1, 2028 to June 30, 2029, referred to as the Second Extended Term; and a third term from July 1, 2029 through June 30, 2030 referred to as the Third Extended Term. The term may only be extended by mutual agreement of the parties and subject to approval by their respective legislative bodies.

C. **Appropriations Limitation.** In accordance with California Constitution Article XVI, section 18, 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.

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 Exhibits A, C, and E.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibits B, C, and E attached hereto and incorporated herein by reference. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY pursuant to Exhibit E. Upon resolution of said dispute, to the extent it is determined that CITY overpaid, COUNTY will provide a credit to CITY in an amount equal to the amount overpaid by CITY (if any), which credit shall apply in full to CITY'S monthly payments hereunder until said credit is exhausted. In the event the credit (if any) exceeds CITY'S remaining payments hereunder, COUNTY shall reimburse CITY via check payable to CITY or other similar means.

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to indemnify and hold harmless each other and to procure and maintain insurance in accordance with the provisions of Exhibit D, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY or from CITY to COUNTY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable Menu Items within the Agreement, any equipment or supplies purchased by CITY

for COUNTY or purchased by CITY for CITY'S law-enforcement related services may, at CITY'S sole discretion, revert to CITY ownership. Upon such reversion, COUNTY will provide CITY existing detailed records of the equipment's or supplies' acquisition, customization, maintenance, and service records, including applicable DMV information, warranty information, and remaining service life.

9. INDEPENDENT CONTRACTOR. It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. NONDISCRIMINATION. COUNTY hereby notifies CITY 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 CITY agrees to comply with said ordinance.

11. 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 entities to provide the same or similar services.

12. 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.

13. TERMINATION.

A. By COUNTY

1. Termination for Convenience. COUNTY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY default in the performance of this Agreement or materially breach any provision of this Agreement, including but not limited to, failing to timely provide COUNTY all or any part of payment due, as set forth in Exhibits B, C and E, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from COUNTY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as CITY begins to cure such default during the 30-day period and thereafter, diligently pursues such cure to completion), COUNTY may, at COUNTY'S sole option, terminate this Agreement by ninety (90) days' written notice. COUNTY is entitled to interest pursuant to Exhibit B, Section III from the date of CITY's breach until the date such breach is cured.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice.

2. Termination for Cause. Should COUNTY materially breach any provision of this Agreement, including by failing to provide CITY all or any part of the services set forth in Exhibit A, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from CITY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as COUNTY begins to cure such during the 30-day period and thereafter, diligently pursues such cure to completion), CITY may, at CITY'S sole option, terminate this Agreement by ninety (90) days' written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY for services performed to the date of termination. Upon resolution of said dispute, the disputed amount shall be reconciled consistent with Section 6 above.

14. 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.

15. 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.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties 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.

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

18. NO WAIVER OF DEFAULT. No delay or omission 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.

19. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes and replaces any prior agreements regarding the matters considered herein (except for the surviving provision of

the Prior Agreement discussed in the recitals). 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.

20. SUCCESSORS AND ASSIGNS. Subject to Section 12, above, 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.

21. COMPLIANCE WITH LAW. Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. CALIFORNIA LAW; JURISDICTION AND VENUE. 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. Venue shall be proper in Santa Barbara County, provided that either party may transfer to a different county consistent with Code of Civil Procedure 394.

23. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts, electronic or otherwise, 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.

24. AUTHORITY. The 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, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. 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.

26. DISPUTE RESOLUTION PROCESS. Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Section II. B of Exhibit A) shall be first submitted to mediation. Written notice stating the specific basis of the dispute ("Notice of Dispute"), including the contractual provisions at issue and the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to

the dispute. During the thirty (30) days following receipt of the Notice of Dispute, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. The parties may mutually agree to continue these good faith efforts to resolve the dispute beyond thirty (30) days. However, either party may elect to proceed to mediation at any time after the expiration of thirty (30) days following receipt of the Notice of Dispute. If the dispute remains unresolved after ninety (90) days, the matter shall be referred to a neutral mediator. In any case, the mediator shall be mutually agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree in writing to choose the mediator in another manner. Any costs of retaining the services of the mediator shall be shared equally by COUNTY and CITY. While COUNTY is solely obligated to enter into the aforementioned mediation with CITY, if COUNTY and CITY mutually agree to join other parties who hold similar disputes in a single mediation, the cost of the mediation will be shared equally by all parties to the mediation. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. AGREEMENT NOT CONSTRUED AGAINST DRAFTER. This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2023 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: 
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: 9-19-23

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: **Signature:** 
Rana Warren (Sep 13, 2023 14:32 PDT)
Email: rgwarren@countyofsb.org

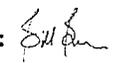
APPROVED AS TO CONTENT:
GREG MILLIGAN
RISK MANAGER

By: **Signature:** 
Email: sfrancis@countyofsb.org

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: **Signature:** 
Email: eprice@co.santa-barbara.ca.us

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: **Signature:** 
Email: wfb4029@sbsheriff.org

CITY OF CARPINTERIA

By: _____
AL CLARK
MAYOR OF CARPINTERIA

Date: _____

ATTEST:
CITY CLERK
BRIAN BARRETT

By: _____

APPROVED AS TO FORM:
JENA SHOAF ACOS
CITY ATTORNEY

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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.

I. Delivery of Services

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of CITY according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community-oriented policing (as defined below) and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

II. General Law Enforcement Services

A. Definition. "General Law Enforcement Services" are (i) those services that COUNTY has deemed are necessary to ensure adequate public and officer safety for CITY in the conduct of 24/7 police patrol, (ii) investigations, (iii) technical services, (iv) direct support and administrative functions, (v) emergency dispatch, (vi) general traffic enforcement, (vii) accident investigation, and (viii) parking control. COUNTY agrees to provide General Law Enforcement Services including all Specialized Law Enforcement Functions, as defined in Section II. C, below.

1. Labor and Materials. COUNTY shall 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 CITY, the same shall be supplied by CITY at CITY'S cost and expense.

B. Level of Service.

1. Level of Service Recommendation. The level of service for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with any service level adjustments occurring July 1 of the following year. COUNTY's level of service recommendation for the current fiscal year will be delineated in Exhibit E. The level of service refers to the number of patrol "posts" to be staffed within the boundaries of CITY. One patrol post is equivalent to the number of sworn personnel required to staff one patrol position 24 hours a day, 7 days a week, for one year ("24/7 coverage") including supervision, direct and indirect support functions (excluding Administrative Office Professionals), equipment, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the current geographic boundaries of CITY. A patrol post includes a Shift Relief Factor (as further

explained in Exhibit C), which is used as the multiplier to determine the number of full-time equivalent employees (FTEs) needed for 24/7 coverage. COUNTY measures the service level by the number of patrol posts provided to CITY, and not the number of hours provided.

A patrol post is a single unit, and cannot be requested, or provided, as a fraction thereof. In consultation with COUNTY, CITY may request enhancements to the level of law enforcement services as defined below under Section III, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to increase or decrease the number of patrol posts provided in the prior year, COUNTY shall provide CITY data supporting its determination that such level of service is necessary to protect public and officer safety within CITY along with its recommendation. Such data will be provided no later than December 1st of the current fiscal year. At CITY's request, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY.

i. If CITY wishes to reduce the then-existing type or level of service provided under the terms of this Agreement, CITY shall make a written request to COUNTY within thirty (30) days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level, and COUNTY will provide patrol activity data supporting the need for its current level of service.

ii. If CITY wishes to increase the then-existing type or level of service provided under the terms of this Agreement, CITY will make a written request to COUNTY no later than December 1st of the current fiscal year, for changes to be applied to the following fiscal year. CITY'S request shall detail the specific type and level of service CITY desires, with CITY acknowledging that the costs of such services will impact the total cost for the relevant fiscal year. COUNTY shall review said request and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance, or, with respect to Menu Items, partial acceptance of said 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 request and acceptance, including the resulting cost of the same; all other terms set forth in

this Agreement shall continue in full force and effect. In the event COUNTY rejects CITY'S request, the then-existing type and level of staffing shall remain in full force and effect.

- c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Section II. B. 2., above, CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with CITY to review the recommendation or request and shall consider CITY'S position in good faith, at which meeting the parties will review all data and evidence supporting the current or proposed level of service. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Section II. B. 3, above, is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease, including the resulting cost of such changes; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions including, Search & Rescue; Mounted Unit; Boat Patrol; Aviation Support (Air Support Unit); Underwater Search and Recovery; Special Weapons and Tactic Team (SET); Human Trafficking Task Force; Court Civil Services; Volunteer Program; Explorer Program; Project Lifesaver; Explosive Ordinances and Devices (Bomb Team); and/or Hostage Negotiations may also be provided within CITY limits as needed and when deemed appropriate by COUNTY. CITY will not be responsible for the cost of these services unless the service is requested by CITY as a Supplemental Law Enforcement Service as described in Section III, below. The parties acknowledge and agree that "specialized law enforcement functions" does not include cannabis compliance services.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If COUNTY directly receives grant funds on behalf of CITY related to law

enforcement services under this Agreement such grants shall be directly credited against CITY's costs under this Agreement, so long as such credit will not result in supplantation of funds nor violation of any rules, laws, or principles governing supplantation.

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

F. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at COUNTY'S obligation and expense throughout COUNTY regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be responsible for the costs attributable to custody or coroner services.

G. Community Oriented Policing. The parties acknowledge and agree that COUNTY practices community-oriented policing and conducts itself in a manner that promotes trust and accountability and is participatory in community matters and events.

H. 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.

III. Supplemental Law Enforcement Services

A. Definition. Supplemental Law Enforcement Services are those services that a CITY may select in addition to the "General Law Enforcement Services," as defined in Section II. Supplemental Services can be provided on an annual, full time basis (Menu Items and Grant Programs), or on a one-time or periodic basis. The availability of these Supplemental Law Enforcement Services is at COUNTY'S discretion and is dependent upon COUNTY'S ability to properly staff the supplemental services requested by CITY. Supplemental Law Enforcement Services serve as a supplement to General Law Enforcement Services and in no way replace any services provided under General Law Enforcement Services. As an example, if CITY purchases a Non-Relief (as hereinafter defined) traffic deputy as part of CITY's Supplemental Law Enforcement Services, the services of such Non-Relief traffic deputy are in addition to the general traffic enforcement provided under General Law Enforcement Services and in no way supplants such general traffic enforcement.

B. Non-Relief. All Supplemental Law Enforcement Services are non-relief positions. The term "Non-Relief" indicates that the provision of these services is dependent upon the availability of personnel assigned to a particular position. Services will not be supplemented by additional resources when assigned personnel are unavailable due to vacation, illness, training, or other factors collectively referred to as "lost time." Notwithstanding the foregoing, COUNTY shall use best efforts not to commit to provide Supplemental Law Enforcement Services unless COUNTY reasonably believes that

COUNTY will actually be able to provide such services and COUNTY shall use its best efforts to ensure that such services are in fact provided. In the event that a deputy assigned to a position classified as “Non-Relief” is unavailable to perform their duties due to illness, serious injury, leave of absence or other cause, but has not been transferred out of the position, COUNTY will inform CITY of the absence and whether COUNTY has capacity to staff the position. CITY will continue to pay for the affected position until the deputy assigned is no longer being paid directly by COUNTY, i.e., Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. In furtherance of the foregoing, COUNTY shall inform CITY as soon as COUNTY begins receiving Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. for any unstaffed position. In the event that the affected position remains unfilled for one month, CITY may request to meet and confer with COUNTY regarding such position. In the event the deputy has been transferred out of the position, CITY’S obligation to pay for such position will be immediately suspended. Calculation of any resulting credit will be determined as provided in Exhibit C, Section II.

C. Additional Annual Level(s) of Service.

1. Definition. Additional Annual Level(s) of Service refers to annual supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section II above. CITY may request an additional level of service for the succeeding fiscal year for any Supplemental Law Enforcement Services, including but not limited to, Menu Items, and Additional Levels of Service tied to Grant Programs, as further described below. Requests for Additional Annual Level(s) of Services must be made in writing by January 15th of the current fiscal year.
2. Menu Items. The following Supplemental Law Enforcement Services are available for purchase by CITY on an annual basis, subject to cancellation by CITY on at least sixty (60) days’ advance written notice from CITY to COUNTY:
 - a. Non-Relief Motor Deputy conducts motorcycle-based traffic enforcement, collision investigations, community outreach and education programs. The deputy’s enforcement is focused on common collision factors within the incorporated limits of CITY. The goal of the traffic deputy is to reduce the number of traffic collisions, persons injured in collisions and improve the overall safety of motorists, bicyclists and pedestrians.
 - i. Transfers/Promotions. In the event that a Motor Deputy assigned to a Supplemental Law Enforcement Service, or “Menu Item” position is promoted or otherwise transfers out of that assignment, CITY shall be responsible for the replacement costs of any equipment and training required of the succeeding deputy, that are not otherwise reimbursed.

This would include training, equipment and/or uniform items associated with the Motor Deputy position.

- ii. Motor Pool Costs. CITY will reimburse COUNTY for actual motor costs associated with Motor Deputy costs. Costs are determined by COUNTY’s General Services department and will be tracked through COUNTY’S financial system and added to the monthly invoice. Motor pool costs consist of fuel, maintenance/repair work, as well as insurance.
- iii. Uniform, Equipment, and Training Costs. CITY recognizes that COUNTY does not employ Traffic Deputies in any of its unincorporated jurisdictions and that Deputy, vehicle, uniform, equipment, and training costs are solely the responsibility of CITY. CITY shall reimburse COUNTY for uniform, equipment, and training costs in accordance with department standards. The below table delineates a sampling of the average useful life for uniform and equipment for a Motor Deputy Costs:

ITEM	AVERAGE USEFUL LIFE
Motorcycle	5 yrs
Moving RADAR	10 yrs
Handheld LIDAR	10 yrs
Helmet	5 yrs
Helmet Communication Harness	5 yrs
Uniform- Shirts (2)	2 yrs
Uniform- Pants (2)	7 yrs
Uniform- Boots (1)	3 yrs
Uniform- Jacket (1)	10 yrs

- b. Non-Relief School Resource Deputy acts as the liaison between school officials, CITY staff, and the Sheriff’s Office. The deputy provides education classes to students, parents and community members impacted by the school; completes school-related projects as directed; investigates youth related offenses related to the school on and off campus; and enforces state, local and education code laws.
- c. Non-Relief Community Resource Deputy typically works as a liaison between CITY staff and Sheriff’s personnel and works cooperatively with the City Manager, or designee, and the Station Lieutenant. The deputy focuses on the interests unique to CITY, develops crime prevention programs, and provides public education and instruction. The deputy also typically assists with coordinating CITY sponsored events.

- d. **Non-Relief Detective** investigates general or specific criminal violation cases developed by patrol personnel.
 - e. **Non-Relief Sergeant** provides supplemental supervision for groups of deputies assigned to similar duties or projects.
 - f. **Non-Relief Administrative Office Professional (AOP)** is additional clerical staff assigned to process incidents, crime and traffic reports. The AOP is responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.
 - g. **Non-Relief Sheriff's Service Technician ("SST")** works under general supervision and performs a variety of non-sworn technical and clerical based administrative duties in the office and the field.
3. **Grant Programs.** Subject to Section II. D. above, if the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period, unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. 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. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. 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.

D. **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 at the request of CITY, such as, but not limited to: additional security for planned events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, in accordance with

Section III. D. 2, below, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY.

2. Request Process for Planned Events. The request by CITY for additional law enforcement services for planned events, including but not limited to parades, festivals and similar events, shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and locations and may include a suggested level of service. CITY will notify COUNTY as soon as possible and at least forty-five (45) days prior to the event, for COUNTY scheduling purposes. CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate. COUNTY is not responsible for contracting with any outside vendors related to the underlying event requiring the request for one-time or periodic law enforcement services. COUNTY will solely contract with CITY for all one-time or periodic law enforcement services requested under this Agreement.

3. Request Process for Unanticipated Additional Services. The request by CITY for unanticipated additional law enforcement services shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives as soon as possible in advance of the need for such services. In the event that an advance written request is not possible, COUNTY will invoice CITY for actual costs for the unanticipated services.

4. Provision of One-time or Periodic Services. CITY requests for additional one-time or periodic law enforcement services, planned or un-planned, shall be granted at COUNTY'S discretion. If granted, CITY will be invoiced for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services.

IV. Personnel Management

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY 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 CITY 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 Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the Station Lieutenant (or other higher level officer as mutually agreed in writing), who will represent the Sheriff as Chief of Police Services, and any personnel for any position related to supplemental law enforcement services of a specialized nature that CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant, however, if CITY seeks to request review or transfer of the Station Lieutenant, CITY may make such request to the Commander. This provision notwithstanding, the Sheriff maintains exclusive authority over the selection or replacement of personnel provided to CITY.

D. Employee Pay Issues. Except as otherwise provided herein, CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation, or other employment benefits of any description to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status, benefits or rights from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status, benefits or rights from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

F. Diversity, Equity, and Inclusion (DEI). COUNTY and CITY are each committed to engaging in practices that promote diversity, equity, and inclusivity within their respective agencies and communities. COUNTY is committed to demonstrating respect for the diversity of CITY's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services. If requested by CITY, COUNTY patrol deputies providing services under this Agreement will make best efforts to participate in DEI training at the CITY level, provided that (i) CITY must provide COUNTY with any proposed CITY training for COUNTY's review, (ii) COUNTY approves of such training and (iii) to the extent CITY's training conflicts with the deputies' ability to perform services under this Agreement, the deputies' obligation to provide services under this Agreement shall prevail. CITY may inform COUNTY of CITY'S DEI events, outreach efforts, and training within CITY'S community, and COUNTY shall use its best efforts to have an administrative staff member attend and participate in such events, outreach efforts, and trainings. If COUNTY participates, such participation will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, below.

If there are any costs associated with attending such training, including any direct or backfill overtime costs, such costs will be borne by CITY. At CITY's request to the Station Lieutenant, COUNTY will provide CITY with COUNTY's DEI training or programs offered to employees providing services under this Agreement.

V. Enforcement of Laws

In conjunction with Section II.E, above, Sheriff shall, consistent with and subject to the limitations of applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), enforce those statutes of the State of California and municipal ordinances of CITY that call for or reasonably require enforcement by law enforcement personnel. When requested, and to the extent consistent with applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), Sheriff will assist in the enforcement of CITY's other municipal code provisions in cooperation with CITY's staff and Code Enforcement personnel. At CITY's request, CITY and COUNTY agree to meet and confer regarding Sheriff's Office policies that may impact the Sheriff's ability to enforce municipal ordinances of CITY.

VI. 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 CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. Whenever possible, the parties agree to consult with one another on significant changes to service level, new technology, and community oriented policing as it relates to provision of services under this Agreement within the CITY.

VII. Mutual Aid

The parties acknowledge and agree that an unplanned event or emergency may require a temporary reallocation of law enforcement services in order to maintain public safety either inside or outside of CITY.

VIII. Maintenance of Records

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants described in section III. C. 3, above, and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

IX. Law Enforcement Service Statistics and Data Reporting

A. Law Enforcement Statistics. As of the date of full execution of this Agreement, COUNTY maintains law enforcement service statistics as set forth in Exhibit A-1. The

Patrol Post Statistics, set forth in Exhibit A-1, are generated monthly from the Santa Barbara County Sheriff's Office's Computer Aided Dispatch (CAD). Within thirty (30) days of the end of each calendar month, COUNTY, via the Sheriff's Contract Services Bureau, shall provide CITY a monthly report of Patrol Post Statistics. If requested by CITY, COUNTY shall also provide CITY an annual report of Patrol Post Statistics.

While CITY is not charged based on compliance hours, the Patrol Post Statistics will include a monthly compliance report that tracks the total number of hours provided to CITY. The parties will meet and confer quarterly to discuss compliance. Additionally, the parties will meet and confer to discuss compliance if the compliance rate falls below 90% or rises above 110% of CITY's purchased patrol posts, for two consecutive calendar months. The compliance report will be in the form substantially similar to that attached hereto as Exhibit A-2.

All other statistics delineated in Exhibit A-1 (Reported Crime Statistics, Traffic Statistics, and Caseload Statistics), are obtained from the Santa Barbara County Sheriff's Office's Data Unit (Data Unit). COUNTY shall provide a report of such statistics as soon as practicable after receipt of such statistics from the Data Unit and no later than two months after the month in which the data was collected, unless system/software upgrades or changes render the information unavailable or unacceptable for dissemination due to inaccuracy, incompleteness, error, etc.

B. Data Reporting. COUNTY will provide CITY the following data reports:

1. Asset Forfeiture Reports. In June and December, COUNTY will provide CITY a report of all cases within the incorporated area of the CITY resulting in asset forfeiture; and,
2. Existing Quantitative and Qualitative Reports. COUNTY will provide CITY any non-privileged existing quantitative and qualitative reports for Community Resource Deputy, School Resource Deputy, Grants (OTS and others), and Criminal Investigations Division activity.
3. Beat Sheets. If requested by CITY, County will provide CITY a list of all patrol personnel staffing each post in CITY and in the areas immediately adjacent to CITY ("Beat Sheet") as soon as possible following CITY's request. The Beat Sheet will solely include information regarding assigned personnel and may not reflect which personnel actually provided services, including mid-shift changes. Discrepancies between the Beat Sheet and CAD data should be resolved in favor of the CAD data. If in the future CAD data is used by COUNTY for a more accurate report, such report shall replace the Beat Sheet for purposes of this section.

C. Annual Presentation to the CITY Council. Annually, the Chief of Police for CITY will present to the CITY Council regarding CITY contract compliance and significant

events from the prior year, including relevant data and a discussion of the goals and objectives set forth in Exhibit A-3.

D. Additional Reporting. If COUNTY upgrades its systems or software such that COUNTY is able to provide additional data and statistics beyond what is described in this section, COUNTY shall notify CITY of the same and shall incorporate such additional data and statistics into the information provided to CITY under this section as soon as reasonably possible after full implementation of the new system/software. Following the implementation of such new system/software, if there is no additional cost to COUNTY to provide the additional data and statistics, then COUNTY will provide such at no additional cost to CITY. To the extent that CITY seeks additional or supplemental data reporting or analysis beyond that described in this section or beyond what COUNTY is capable of providing based on its then-current system/software, the parties will meet and confer regarding the possibility of providing such additional reporting. However, the ultimate determination regarding such additional reporting will be at COUNTY's discretion, and CITY will be invoiced for the actual costs incurred for any additional or supplemental data reporting or analysis beyond that referenced herein.

Exhibit A-1: Law Enforcement Service Statistics Reporting

Reported Crime Statistics

Criminal Homicide
Robbery
Burglary
Vehicle Theft
Theft

Forcible Rape
All Assaults
Vehicles Recovered
Calls for Service

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles

Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload Statistics

Felony Arrests

Misdemeanor Arrests

Patrol Post Statistics

Time spent on calls for service
Proactive patrol time

Time spent on report writing and
administrative duties



SANTA BARBARA COUNTY SHERIFF'S OFFICE

MAY 2023 REPORT

PREPARED BY CONTRACT
SERVICES UNIT

Deputy Sheriff Service Unit Compliance Time

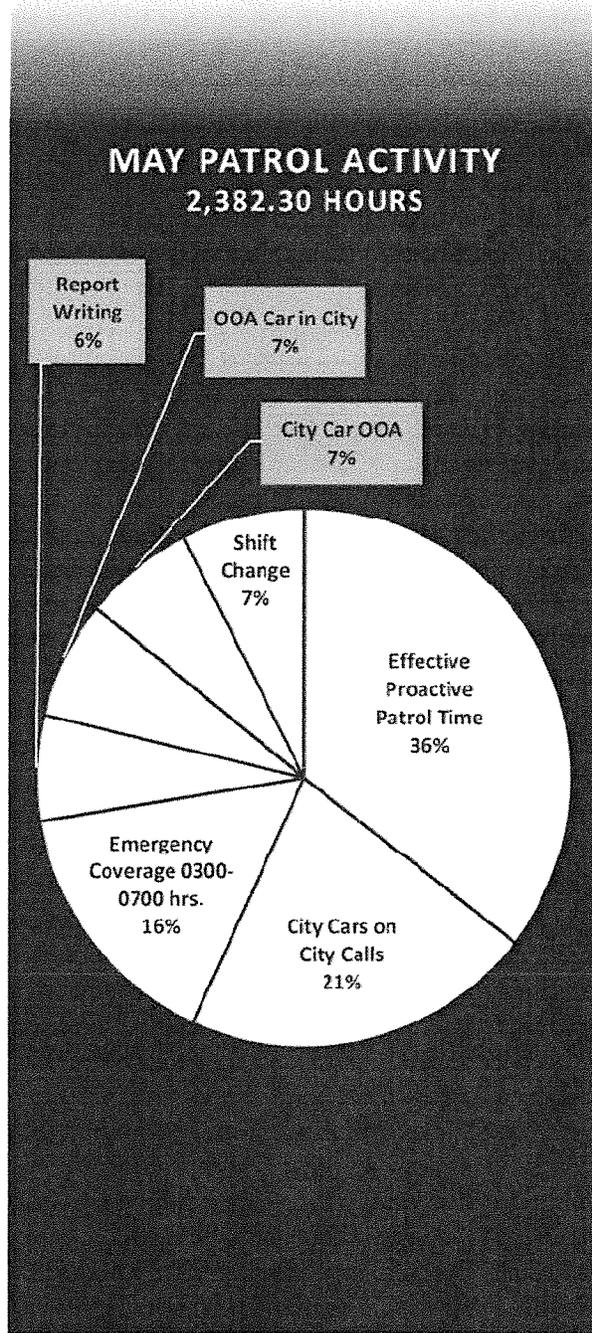
Hours in Month	744.00
Posts Covered	3
Hours Logged in CAD	2382.30
Total Contract Hours	2232.00
Total Billable Hours	2222.20

Compliance Totals

Monthly Total	99.56%
Annual Total	101.68%

Time Summarization

Calls for Service	506.20
Reports and Admin.	150.70
Shift Change	178.00
Proactive Patrol	1219.10
City Car Out of City	160.10
Out of Area Car in City	168.20



NOTE: There is no correlation between graph color and data listed above

Exhibit A-3: Performance Measures for Annual Presentation

The Sheriff's Office is committed to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community oriented policing. The information below further defines these objectives.

I. **Building Trust and Legitimacy.** Law Enforcement Services in CITY shall be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Use procedural justice¹ as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.
- B. Participate in youth/school-based outreach that provides CITY youth with positive law enforcement interactions.
- C. Engage in positive interaction with CITY business owners and operators.
- D. Participate in Neighborhood Outreach efforts, in particular, programs that effectively build, trust, and encourage open communication with CITY immigrants/Spanish language speakers.
- E. Participate in outreach and communication with CITY residents.
- F. Make best efforts to ensure that employees assigned to provide services to the CITY reflect the community they serve. Conduct annual recruitment programs (e.g., Explorer Program) to recruit constituents of CITY.
- G. Should a Community Resource Deputy or similar Menu Item position be filled, include interacting with youth and coordinating / collaborating with School District as a part of duties. The Community Resource Deputy or similar Menu Item may participate in programs, that can be cooperatively carried out with the CITY School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. **Culture of Transparency and Accountability.** Law Enforcement Services in CITY shall be conducted in a manner that maintains a culture of transparency and accountability with the community and its residents. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

¹ Per the Department of Justice, procedural justice focuses on the way police and other legal authorities interact with the public and how the characteristics of those interactions shape the public's views of the police, their willingness to obey the law, cooperation with the police in fighting crime, and actual crime rates.

- A. Work with CITY regarding public notification by website(s), social media and/or email newsletters regarding data provided in Section IX of Exhibit A.

III. A Safe Community. Law Enforcement Services in the CITY shall be conducted in a manner that reinforces CITY's reputation as a safe community for residents and supports private investment and property values. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, providing service in a fair, honest, prompt, cooperative, helpful, sensitive, and courteous manner, primarily through the deterrence/prevention of crime and the apprehension of offenders.
- B. Participate in Neighborhood and Business Watch programs.

IV. Community Policing. Law Enforcement Services in CITY shall be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. Consistent with these principles, when possible and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Engage in multidisciplinary, community team approaches for planning, implementing, and responding to crisis situations with complex causal factors, including use of co-response teams to effectively respond to mental health issues.
- B. Work with CITY residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.
- C. Participate in training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

V. Community Based Events. In furtherance of the above-referenced principles, COUNTY will collaborate with CITY to offer a minimum of two (2) of the below community-based events. The time utilized to accomplish the below events will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, of Exhibit A. If there are any costs associated with participating in these events or programs, including any direct or backfill overtime costs, such costs will be borne by CITY.

- A. Conduct one (1) Neighborhood and Business Watch program meeting per year.
- B. Participate in one (1) CITY meeting or event where CITY residents can interact with COUNTY and help influence programs and policy.
- C. Hold one (1) group event in CITY annually.
- D. Hold one (1) appropriately age-based student outreach event, such as Hot Cocoa with a Cop, at an Elementary, Middle, or High School in the CITY.
- E. Participate in the National Night Out event in collaboration with CITY annually.

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Exhibit B: Payment Methodology

I. General Compensation

A. General. COUNTY will charge CITY, and CITY will be charged, in accordance with the payment methodology set forth in this Exhibit B and the cost model set forth in Exhibit C.

B. Exhibit E. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2, for Fiscal Year 2023-2024 will be provided to CITY as Exhibit E and will be referred to as “Cost Computation Fiscal Year 2023-24.” A revised Exhibit E (to be called Exhibit E-1, Exhibit E-2, etc. and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY annually with the annual cost recalculation (per Section II below) showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY and additionally whenever there is a renegotiation of the MOU (defined below) that impacts the escalator discussed below and/or a change in Menu Items or service level changes (per Exhibit A, Sections II.B. or II.C.). Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or designee thereof, and the Sheriff on behalf of COUNTY.

II. Annual Cost Recalculation Via an Escalator

The cost model described in Exhibit C sets the base contract cost under the Agreement. CITY and COUNTY have agreed to an annual cost recalculation via an escalator rather than an annual recalculation of the cost model. Aside from the annual cost recalculation via an escalator that is described in this section, and any potential new or mid-year increases as described below, or any costs associated with any Menu Item or service level changes contemplated in Exhibit A, Sections II.B. or II.C., there shall not be any other increases to the base contract cost during the term of the Agreement, including any extensions pursuant to Section 4. B. of the Agreement. The escalation factor includes (1) any “Salary Increases” for the Deputy Sheriff job class, defined as “across the board base salary increases” or “wage increases” as used in section 5 of the Memorandum of Understanding (“MOU”) for the Santa Barbara County Deputy Sheriff’s Association (“DSA”) (March 16, 2022 through June 21, 2026), attached as Exhibit B-1 and, including but not limited to, salary adjustments or unit cash allowance for the Deputy Sheriff job class in lieu of a Salary Increase delineated in a new DSA MOU agreement, DSA side letter agreement, or otherwise (collectively “DSA agreement”) plus (2) an annual 2.78% cost escalator. For instance, if the base contract cost is \$100 and the DSA MOU Salary Increase is 2%, the calculation for the base contract cost of the following fiscal year is as follows:

Exemplar Annual Recalculation Calculation:

2% (MOU Salary Increase) + 2.78% (Annual Escalator) = 4.78% (Total Annual Escalator)

$\$100$ (Base Contract Cost) x 4.78 % (Total Annual Escalator) = $\$ 104.78$ (New Base Contract Cost)

The escalation factor is an amount that is expected to keep pace with inflation for all cost areas. Because the cost of staff is the largest impact, the escalation factor has a base increase for salaries. The additional factor of 2.78% is forecast to cover all other increases – individualized merit increases, health, pension, insurances, services and supplies, etc. – over the term of the Agreement.

A. New or Mid-Year DSA Increase. If there is a new or mid-year DSA agreement that includes a Salary Increase that impacts base salary costs for the Deputy Sheriff job class, such Salary Increase will be immediately incorporated into CITY’s costs in accordance with the terms and timelines of such DSA agreement. This will result in a mid-year base contract cost adjustment, which will serve as the new cost for CITY for the current fiscal year as well as the base contract cost for the following fiscal year. This new or mid-year base contract cost adjustment will be calculated by multiplying the new or mid-year MOU salary increase by the base contract cost for the current fiscal year.

In the above example (with a base contract cost of \$100 and annual DSA MOU Salary Increase of 2% + 2.78 escalator), if there is an MOU Salary Increase in December of an additional 1%, the mid-year base contract cost adjustment will be calculated as follows:

Exemplar Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$104.78$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$105.83$ (New Base Contract Cost)

As an alternate example, if there is a DSA agreement that impacts costs during FY 23/24 before the annual recalculation is performed, if the FY 23/24 base cost is \$100 and there is an MOU salary increase in December 2023 of 1%, the mid-year base cost adjustment will be calculated as follows:

Exemplar FY 23/24 Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$100$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$101$ (New Base Contract Cost)

III. Payment

A. Payment for General Law Enforcement Services and Menu Items. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2 will be memorialized in Exhibit E. Such costs for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY 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. CITY'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 Office" and mailed to COUNTY address specified in the Agreement at Section 1, ("Designated Representative") unless otherwise directed in writing by COUNTY. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days of the respective due date, COUNTY shall notify CITY in writing. 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 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 COUNTY office described on said invoice.

1. Future Annexation. In the event that CITY intends to annex any new area(s) near the incorporated CITY limits, CITY will provide COUNTY written notice within forty-five (45) days of CITY's initiation of the annexation process. Thereafter, the parties will meet and confer and determine the impacts of any future annexation, including COUNTY'S provision of law enforcement services to the annexed area(s) and any compensation due to COUNTY by CITY to serve the newly-annexed area(s).

B. Payment for One-Time or Periodic Law Enforcement Services.

1. Estimates. CITY may request an estimated cost from COUNTY in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.
2. Cost Tracking & Invoicing. The actual costs related to providing additional or special law enforcement services, including overhead, will be tracked through COUNTY'S financial system and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within ninety (90) days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at COUNTY's Sheriff 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.
3. Payment Process. CITY payment for One-Time or Periodic Law Enforcement Services is due to 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. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days after the date of the invoice, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using 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.

IV. Miscellaneous

A. Booking Fees. Booking fees include the costs associated with receiving and booking arrestees into COUNTY's jails. CITY will not be responsible for the payment of booking fees to COUNTY.

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

C. Capital Improvements. COUNTY makes no guarantees regarding whether COUNTY will make law enforcement-related capital improvements within CITY. COUNTY will discuss with CITY if COUNTY intends to forego a reasonably expected capital improvement that relates to the provision of law enforcement services within CITY, and COUNTY will obtain CITY's prior approval before making a capital improvement that will result in a cost increase to CITY.

D. Seizure Funds. Federal and /or State seizure or forfeiture funds distributed back to COUNTY stemming from cases arising within the incorporated areas of CITY and originating by any personnel assigned to a contracted CITY post position or CITY narcotics detective Menu Item, shall be shared with CITY 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 80% to CITY and 20% to COUNTY. The above notwithstanding, CITY is not entitled to any assets seized as a result of investigations initiated by the Sheriff's Special Investigation Bureau, law enforcement services rendered outside the terms of this Agreement, or seizure funds related to cannabis compliance services.

CITY is responsible for executing any and all agreements, guidelines and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets, however, COUNTY law enforcement personnel will cooperate with and assist CITY in preparing all required documentation.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY. For clarity, COUNTY shall not negotiate services with other law enforcement agencies on behalf of CITY except in mutual aid situations or if requested by CITY.

F. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia, the cost of such insignia will be at CITY's expense.

G. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within CITY for law enforcement use. Similarly, CITY makes no guarantees regarding its provision of facilities (leased or otherwise) to COUNTY. Any provision of facilities from CITY to COUNTY shall be the subject of separate agreement (e.g., a lease).

Exhibit B-1: Santa Barbara County Deputy Sheriff's Association
Memorandum of Understanding (March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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(March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

- A. Law Enforcement Non-Supervisory
 - Emergency Communications Center Call Taker
 - Communications Dispatcher I
 - Communications Dispatcher II
 - District Attorney Investigator I
 - District Attorney Investigator II
 - District Attorney Investigator III
 - Custody Deputy
 - Sheriff's Deputy, Trainee
 - Sheriff's Deputy
 - Air Support Pilot

- B. Law Enforcement Supervisory
 - Communications Dispatch Supervisor
 - District Attorney Investigator, Supervising
 - Custody Sergeant
 - Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

- A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association. The County shall provide the Association all information that is required by California Government Code §3557.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.

- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
 - 1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.

 - 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.

 - 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

 - 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

- E. The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead used to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the ½ time portion).

DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "qualifying activities" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the

bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "qualifying activities" for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

- a. Representation of members at interviews required for Professional Standards Investigations,
- b. Attendance at Board of Supervisors' meetings,
- c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
- d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
- e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

- f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
- g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
- h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release

time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 5. Salaries

- A. Effective June 27, 2022, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association. At this time, pursuant to Section 22 of this MOU, the County shall also increase each step in the hourly salary ranges for the following classification series by \$0.125: Call Takers and Communications Dispatchers.
- B. Effective Pay Period 2023-15 (estimated date 6/26/2023), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.
- C. Effective Pay Period 2024-15 (estimated date 6/24/2024), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

In addition, in Pay Period 2024-15, the following wage increases will become effective for the following job classification series:

- Call Takers and Communications Dispatchers: 5% for a total of 7.5%
- Custody and Sheriff's Deputies/Sergeants: 2% for a total of 4.5%
- District Attorney Investigators and Sheriff's Pilots: 2% for a total of 4.5%

- D. Effective Pay Period 2025-15 (estimated date 6/23/2025), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

SECTION 6. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

C. Annually during the term of this agreement, the County shall allocate additional funds in the amount of \$2,259,365 to offset the cost of employee and/or dependent health insurance. This additional annual employer contribution will increase by \$450,000 in January 2025 for a total of \$2,709,365 for the 2025 plan year and again by \$450,000 in January 2026 for a total of \$3,159,365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.

E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;

- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

- A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

- B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. STD/LTD Benefits

- A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to \$11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

- F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - a. Employees may be absent from County service no more than three consecutive years; and
 - b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

- New Year's Day, January 1
- Martin Luther King Jr.'s Birthday, 3rd Monday in January
- Lincoln's Birthday, February 12
- Washington's Birthday, 3rd Monday in February
- Memorial Day, last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Columbus Day, 2nd Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, 4th Thursday in November
- Thanksgiving Day Friday, the day after Thanksgiving
- Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior pay roll year will expire at the end of pay period 3 each pay roll year.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.
- C. Donations:
 - are voluntary;
 - are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
 - must be for a minimum of eight (8) hours, in whole hour increments;
 - are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
 - are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.
- G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.
- H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

- A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. Effective June 27, 2022 (Pay Period 2022-15) compensation under Section 14 B shall increase from one dollar and fifty cents (\$1.50) to three dollars (\$3.00) per hour.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
 - 2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.

For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the

discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

- E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.
- F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond 120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.
- G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.
- H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.
- I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.
- J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

- K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.
- L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.
- M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.
- N. Regularly Scheduled Overtime in the Communications Dispatch Center
 - 1. Overtime that will be reported by the County to SBCERS for Affected Classifications is “regularly scheduled” or “regularly worked” overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee’s designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.
 - 2. Overtime hours that are “regularly scheduled” or “regularly worked” in a given deployment period (approximately 4 months) are hours:
 - a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, and
 - b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.
 - 3. “Regularly scheduled” or “regularly worked” overtime” for pension purposes shall not include overtime worked when:
 - a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
 - b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or

- c. Unplanned and unscheduled overtime hours incidental to the employee's regular shift (e.g. an employee gets off work late due to work load or other reasons), or
 - d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of "regularly scheduled" overtime.
4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of "regularly scheduled" (i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed “regularly scheduled” and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is “regularly scheduled” to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.
6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County’s standard operational needs. To the extent “mandatory overtime” is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee’s “Monday” or “Friday” of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
 1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
 2. Be readily reachable by telephone or paging device;
 3. Remain within a specified distance or time from their work stations; and
 4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
- C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty

while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

- E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

- A. The County offers the following retirement plans:
 - 1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
 - 2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
 - 3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
 - 4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
 - 5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
 - 6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
 - 7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)
- B. In accordance with California Government Code Section 31631, employees in "Non- PEPPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. Effective in pay period 2023-15 (estimated 6/26/2023), the maximum shall be increased to \$1,000, and effective in pay period 2024-15 (estimated 7/8/2024), the maximum shall be increased by \$500 to \$1,500 total. The County agrees to fund annually an amount sufficient to cover 10% of the bargaining unit members receiving this benefit.

SECTION 19. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

- B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

1. Forty-six dollars (\$46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to fifty dollars (\$50.00).

2. Eighty-three dollars and seventy-five cents (\$83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to ninety dollars (\$90.00).

3. One hundred twenty dollars (\$120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Effective June 27, 2022, this allowance shall increase to one-hundred-thirty dollars (\$130.00).

4. One hundred sixty dollars (\$160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody

Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).

5. One hundred sixty-two dollars (\$162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).
6. Two hundred thirteen dollars and fifty cents (\$213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to two-hundred-thirty dollars (\$230.00).

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 21. Specialized Duties and Assignments

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 22. Uniform Allowance

- A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

- B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.
- C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of

replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment. Effective June 27, 2022 the uniform allowance shall be discontinued and employees in these classifications will no longer be required to wear uniforms to work. Uniforms will no longer be issued, and the uniform allowance will be incorporated into base pay at that time.

- E. Effective as soon as practicable after this MOU is ratified by the Association and approved by the Board of Supervisors, employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$260 per year paid at the beginning of each fiscal year. The initial \$260 will be prorated for the balance of the first year of service and for all existing Investigators employed at the time this MOU provisions is implemented for the remainder of Fiscal Year 2021-22. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills

he/she shall receive an allowance of \$57.69 per pay period. Effective date Pay Period 2023-15 (estimated June 26, 2023), the bilingual allowance shall increase to \$95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 25. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular

compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 28. Air Support Unit Duty

Effective as soon as practicable following Board approval of this MOU, employees in the following classifications will transition from current special duty allowances to the following: Air Support Pilot assigned to Air Support Unit duty shall receive an allowance of \$350 biweekly. In addition, other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as tactical flight officers shall receive an allowance of \$425.00. Other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as pilots or hangar supervisors shall receive an allowance of \$845.00 biweekly. Effective June 27, 2022, each of these allowances will increase by \$75.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 29. Mounted Unit Duty

Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of \$75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Cuyama Patrol Assignments

Effective as soon as practicable following Board approval of this MOU, employees regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of \$400 biweekly.

SECTION 35. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be

used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.

2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.
3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 36. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of \$20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 37. Transportation Demand

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 38. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 39. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 41. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.

- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 42. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

- 1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.
- 2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.
- 3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.
- 4. Time limits may be extended by mutual consent, in writing.
- 5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.
- 6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
- 7. Two or more employees with a common grievance may initiate a single proceeding.

8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division

commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer

within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

- A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.
- B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.
- C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.
- D. In relation to alleged violations of the Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 8, below. Grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration.
- E. The County and the Union shall endeavor to agree upon the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues shall be decided by the arbitrator.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record

on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.
2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 7 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator.

In such event, the Board of Supervisors shall deliberate the grievance and shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award.

In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to

the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 43. Disciplinary Appeals

The parties have agreed that in lieu of appealing disciplinary actions to the County's Civil Service Commission, a pilot program will be implemented wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision. That decision may then be appealed by the parties pursuant to CCP §1094.5. The pilot program shall be implemented as soon as practicable. After two years, the parties shall begin discussing the pilot program and whether to extend, modify, or eliminate it. Absent agreement to extend it, the program shall sunset for disciplinary appeals filed after June 30, 2025.

SECTION 44. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 45. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed

to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 46. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 47. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 48. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 49. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 50. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.
- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.
- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 51. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2026-14 (estimated June 21, 2026). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

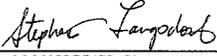
The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

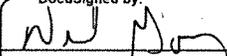
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Dated 3/26/2022

County of Santa Barbara

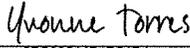
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Deputy Sheriffs' Association

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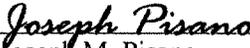
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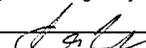
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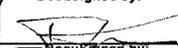

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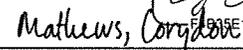
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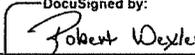
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Exhibit C: Cost Model

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Exhibit C: Cost Model

The cost model is utilized to determine the base contract cost under the Agreement. The cost model determines the cost of a post based on the cost of a Sheriff Deputy, which includes both direct and indirect costs of providing law enforcement services. The direct and indirect costs of providing law enforcement services are determined as follows:

I. Cost Model Components

COUNTY determines charges for law enforcement services payable by CITY utilizing a series of service assumptions and allocations that are based on the initial contract year's projected budgeted service costs as well as actual cost allocations for Deputy Sheriff Trainees, field training, and overtime. These costs are spread among COUNTY and the Contract Cities of Buellton, Carpinteria, Goleta, Solvang ("Contract Cities") based on the cost allocation methodologies described below:

- A. Law Enforcement Patrol Staffing Cost Allocation. Patrol staffing is based on a three-year average of productive time for patrol deputies. Productive time is calculated using a Shift-Relief Factor, which is defined as the additional personnel required to ensure a post is staffed with 24/7 coverage (8760 hours per post) and is used as the multiplier to determine the number of full-time equivalent (FTE) employees needed to provide that coverage. For one deputy, there are 2,080 regular gross annual work hours possible. However, gross annual work hours are reduced by lost time, including training, illness, vacation or other causes, which provides the net annual work hours ("NAWH") – the number of hours staff actually work per year. A three-year average of the NAWH is utilized to project the FY 23/24 Shift-Relief Factor to ensure a post is staffed for all 2,080 hours in the year. Based on the NAWH three-year average, the Shift-Relief Factor for Fiscal Year 23/24 is approximately 1592 hours per deputy, resulting in 5.5 deputy full-time equivalent (FTEs) employees per 8760 hour post. The number of Sheriff Deputies required per 24/7 post for FY 23/24 are as follows:

One Post = 5.5 FTE
Two Posts = 11.0 FTE
Three Posts = 16.5 FTE

- B. Direct Cost of a Sheriff Deputy. This is the average projected budgeted cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. Direct costs of a Sheriff Deputy exclude all costs of Sheriff functions that are made available to all portions of the County, such as custody and coroner functions, as well as all law enforcement programs and projects that are reimbursable from other sources.
- C. Direct Cost of a Patrol Post. This is the average projected/budgeted cost of salary and benefits paid to the employee classifications that provide direct support to a patrol post. Direct costs include unemployment insurance, workers compensation,

and liability insurance. Supervision and management of a patrol post includes an allocation of Sheriff Special Duty Deputies (allocated by percent of the Shift-Relief Factor proportional to the number of posts overseen in CITY), Sergeants, Lieutenants, Commanders, a Chief Deputy (allocated by percentage of posts overseen by position), and Administrative Office Professionals, who also provide direct support to Sheriff Deputies. CITY is allocated a single Administrative Office Professional as direct support for CITY’s law enforcement services.

This category includes all direct staffing for the Law Enforcement Operations (LEO) function, excluding the Patrol Deputies. Allocations for Patrol Law Enforcement Staff have been set at a constant ratio through the term of the contract. These positions and allocations are shown below:

FY 23/24 LEO Staffing	Carpinteria FTE
Admin. Office Pro II	1.00
Chief Deputy Sheriff	0.10
Parking Enforcement Officer (Menu Item)	0.00
Sheriff's Commander	0.18
Sheriff's Deputy (Post)	11.0
Sheriff's Deputy (Menu Items)	0.00
Sheriff's Deputy II- Special Duty (including Menu Items)	1.75
Sheriff's Lieutenant	0.50
Sheriff's Sergeant (including Menu Items)	2.00
Contracts Services Bureau	
Sheriff's Lieutenant	0.13
Dept. Bus. Spec. II/FOP Sr	0.20
Subtotal	16.86

- D. Other Staffing Charges. There are three charges related to staffing that change each year and are allocated to patrol operations from outside of the Sheriff’s Office: Unemployment Insurance, Worker’s Compensation Insurance, and Liability Insurance.

For FY 23/24 these charges are applied to CITY’S law enforcement services contract cost on a per FTE basis determined by dividing the cost of these charges by the total FTE assigned to patrol operations for both sworn and non-sworn personnel.

- E. Direct Services and Supplies and Other Charges. This is the projected budgeted cost for supplies and other charges incurred for direct law enforcement services. This includes equipment maintenance, vehicle fuel, training, motorpool and various other law enforcement expenditures. Direct services and supplies excludes any expenditures for functions, programs and projects that are excluded from the

direct cost of a Sheriff Deputy. The specific allocation metrics for direct services and supplies are delineated in the below Allocation Summary table.

Direct services and supplies and other charges also includes costs associated with Deputy Sheriff Trainees (DST). A DST is defined as a Deputy Sheriff trainee who is presently in the Law Enforcement Academy and who has not yet acquired a Peace Officer Standards and Training (POST) certificate. The cost is calculated using a three-year average of DST hours and salary costs. The total is then allocated to CITY based on CITY's total number of sworn law enforcement positions.

Direct services and supplies and other charges also includes costs associated with Field Training (FTO). FTO is the minimum 16-week training program that is required for any trainee. A trainee is defined as any entry level or lateral bureau deputy newly appointed to the Santa Barbara County Sheriff's Office who has successfully completed the Peace Officer Standards and Training (POST) approved Basic Academy. The cost is calculated using a three-year average of hours spent as a field trainee multiplied by the projected budgeted A-Step hourly rate of a Deputy Sheriff Trainee for the operative fiscal year. The total is then allocated to CITY based on CITY's total number of contracted post(s) as a percentage of the total number of posts county-wide.

Direct services and supplies and other charges also includes an overtime allocation. Overtime is allocated using prior year actual overtime, less any overtime attributed to vacancies. An estimated inflation factor of 3.5% is then added to the total and allocated to CITY using CITY's total number of calls for service as a percentage of the countywide total of calls for service ("CFS").

- F. Cost of Support and Administration (Indirect Cost Rate Proposal, or "ICRP"). The ICRP is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to the Contract Cities excludes any costs that are general overhead costs of operation of COUNTY government.

For FY 23/24 the ICRP rate is 8.75%. The ICRP is applied to all salaries and benefits included in the contract for law enforcement services.

- G. Direct Overhead. Forensics, Criminal Records, Investigations, Property & Evidence, Narcotics, Intelligence, and High Tech Crimes are allocated using CITY's CFS. The total includes both Service & Supplies and Salary & Benefits, however ICRP is only applied to the Salary & Benefit portion of the costs.

- H. Public Safety Dispatch Costs. This is CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. CITY's share of these costs are based on total dispatch cost from prior year, less fire and ambulance services. A 3% inflation factor is then added, as well as ICRP. That total is then allocated using a three-year average of CFS provided to CITY as a percentage of the Sheriff's total law enforcement CFS.

Dispatch costs are spread between COUNTY and CITY based on the three-year average share of CFS. The FY 23/24 share of Dispatch costs are as follows: County (69.78%) and Carpinteria (7.77%).

- I. Sheriff's Law Enforcement Contract Services Bureau (CSB). This is CITY's proportionate share of the Sheriff's Contract Law Enforcement Bureau costs. CITY's share of these costs include salaries and benefits of the Department Business Specialist and CSB Lieutenant as well as services and supplies. The salary and benefit cost of the Department Business Specialist is divided evenly amongst the Contract Cities and COUNTY, while 50% of the salary and benefits of the CSB Lieutenant is divided evenly among the Contract Cities. CSB services and supplies costs are divided equally among the Contract Cities and COUNTY.

II. Supplemental Law Enforcement Services Costs

Supplemental Law Enforcement Services as defined in Exhibit A, Section III. C. 2 (Menu Items), will be charged based on the average projected budgeted cost of the Sheriff Deputy employee classification, including all direct and indirect costs, for the Supplemental Law Enforcement Services selected. To the extent that CITY seeks to remove a Menu Item existing in the base contract, CITY will be credited on the invoice in an amount equal to the cost of the Menu Item in the cost model for the year in which the Menu Item is removed. This will be calculated based on the base year contract cost plus any previously applied escalator. To the extent that CITY seeks to add additional Menu Item positions, costs will be based on actual costs of the Menu Item positions for the year in which the Menu Item is requested. These Menu Item changes will be reflected in Exhibit E for the year that the change is requested.

COUNTY will separately invoice CITY for any One-Time or Periodic Supplemental Law Enforcement Services, as defined in Exhibit A, Section III. D, for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services, as well as ICRP and Contract Service Bureau fees, as applicable.

As Supplemental Law Enforcement Services are non-relief positions, a relief factor is not applied to these costs.

III. Excluded Costs

As per County of Santa Barbara, Board of Supervisors Resolution 18-173, dated July 3, 2018, attached hereto as Exhibit C-1, law enforcement services made available to all portions of the COUNTY are excluded from the cost model. Additionally, department head costs (Sheriff, Undersheriff, and one Administrative Professional devoted to department head) are excluded from the ICRP.

IV. Credits

For FY 23/24, CITY will receive its proportionate share of credits for Safety Workers Compensation (SWC), Authorized Leave of Absence (ALN), and Medical Leave without pay (MED) for the Sheriff Deputy job class. For SWC this is accomplished by using a three (3) year average of the amount received for SWC for the Sheriff Deputy job class and allocated to the departments by contracted posts. For ALN and MED, the credit takes the average of three (3) years of hours posted by Sheriff Deputy job class and uses the average cost of projected job class to calculate the credit given to CITY. This is also allocated to CITY by contracted posts.

For FY 23/24, CITY will receive a credit for non-paid time off by patrol staff. This includes unpaid medical leave (MED) and administrative leave unpaid (ALN). For FY 23/24, COUNTY calculated this amount as a total of \$19,306 for all of the Contract Cities. The credit is based on the average hours of leave taken over the last three-years times the average cost per hour for the Deputy Sheriff position. The credit for each post is \$2,800.

For FY 23/24 CITY will also receive credits for Safety Workers Compensation (SWC) received by COUNTY. In FY 23/24 there is a total \$151,838 credit that is divided among the 21 posts. This means CITY is allocated 4.76% of this credit for each post contracted.

Given that the parties have agreed to use a cost escalator as described in Exhibit B, Section II, rather than a recalculation of the cost model, the above-referenced credits solely apply to FY 23/24 base year costs and will not be recalculated and applied to any other year of the Agreement.

V. Allocation Summary

The following table delineates each cost category and the metric utilized for calculating that cost.

COST TYPE	METRIC USED FOR CALCULATION
Deputy Sheriff	Lost-time/relief factor calculation- 5.5 FTE per post
Special Duty Deputy Sheriff	% of relief factor proportional to posts overseen
Sergeant	% of posts overseen by position †
Lieutenant	% of posts overseen by position †
Commander	% of posts overseen by position †
Chief	% of posts overseen by position †

AOP	1
Workers Comp/Liability/Unemployment Ins	# of FTE
Contract Services Bureau S&B	Allocated evenly among Contract Cities & County‡
All Direct Overhead	% CFS *
Public Safety Dispatch	% CFS *
Services & Supplies	% CFS *
Contract Services Bureau – S&S	Allocated evenly among Contract Cities & County
Field Training	% of Total Posts
Overtime	% CFS *
Motor Pool	# of Patrol Units
Radios	# of Sworn Positions

*Based on three-year average

†No relief factor added

‡Only 50% of CSB Lieutenant is allocated to the Contract Cities

Exhibit C-1: Excluded Costs
Board of Supervisors Resolution 18-173 dated July 3, 2018

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF DETERMING)
LAW ENFORCEMENT SERVICES MADE) RESOLUTION NO. 18-173
AVAILABLE TO ALL PORTIONS OF THE COUNTY)

WHEREAS, the County of Santa Barbara, through the Sheriff's Office, contracts with the incorporated cities of Goleta, Carpinteria, Solvang and Buellton for law enforcement services pursuant to Government Code Section 51301; and

WHEREAS, the County of Santa Barbara Sheriff's Office identified certain law enforcement services that are made available to all portions of the County regardless of whether a contract for law enforcement services is in place; and

WHEREAS, Government Code Section 51350 requires that a county shall not charge a city contracting for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors.

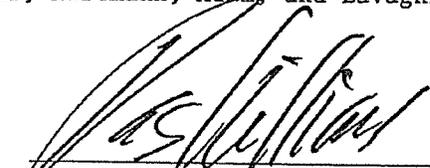
NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara that the following law enforcement services are made available to all portions of the County:

- Coroner
- Search and Rescue
- Mounted Unit
- Boat Patrol
- Aviation support
- Custody Operations
- Underwater Search and Recovery
- Special Weapons and Tactics Teams (SET)
- Human Trafficking Task Force
- Court Civil Services
- Volunteer Program
- Explorer Program
- Project Lifesaver
- Explosive Ordinance and Devices (Bomb Team)
- Hostage Negotiations Team
- Security provided at the request of the Board of Supervisors

ENCL. (4)

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, this
3rd day of July 2018.

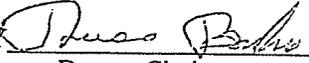
AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino
NOES: None
ABSENT: None



GAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

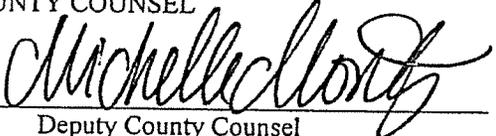
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BY 

Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

BY 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY 

Deputy

Exhibit D: Special Indemnification & Insurance Provisions

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

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, 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 California Government Code Section 895.4, each of the parties hereto shall fully 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 California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct 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.

2. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit E: Cost Computation Fiscal Year 2023-24

**City of Carpinteria
FY 23/24 Contract Cost
Exhibit E**

Patrol Costs	FTE	Total Contract Cost
<i>Direct Patrol</i>		
Sheriff's Deputy	11.00	\$2,200,324
<i>Patrol Support</i>		
Sheriff's Deputy II- Spcl Duty	0.75	165,793
AOP II	1.00	114,358
Chief Deputy Sheriff	0.10	42,413
Sheriff's Commander	0.18	69,302
Sheriff's Lieutenant	0.50	163,352
Sheriff's Sergeant	2.00	526,866
<i>Menu Item Positions</i>		
Sheriff's Deputy II- Spcl Duty (CRD)	1.00	221,057
<i>Contract Services Bureau</i>		
Sheriff's Lieutenant	0.13	40,838
Dept Bus Spec II	0.20	31,450
<i>Other Staffing / Indirect</i>		
Other Staffing Charges (UI, WC, LI)		378,888
Indirect Rate		346,032
Total Patrol Cost		4,300,673
Law Enforcement Support Costs		
Public Safety Dispatch Costs		203,158
<i>Other Direct Charges</i>		
Services & Supplies		89,853
CSB - Services & Supplies		18,440
DST/FTO		182,950
WC Credit		(14,461)
Overtime		66,393
Motor Pool		173,475
Radio/Communications		39,233
<i>Direct Overhead Costs (S&B and S&S)</i>		
Forensics		73,800
Criminal Records		133,600
Investigations		524,300
Property & Evidence		47,000
Narcs		66,300
Intelligence		41,100
High Tech Crimes		41,800
Total Salary		71,400
Total Law Enforcement Support		1,758,341
Total Contract for FY 23-24		\$6,059,014

Notes:

UI = Unemployment Insurance; WC = Workers Compensation Insurance; LI = Liability Insurance
ICR = Indirect Contract Rate; S&B = Salaries & Benefits; S&S = Services & Supplies

City of Goleta Contract Law Enforcement Services



FY 2023/2024- FY 2026/2027

Sheriff's Office, County of Santa Barbara
Bill Brown, Sheriff-Coroner

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

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, pursuant to California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner; and

WHEREAS, this Agreement supersedes and replaces any prior agreement between CITY and COUNTY concerning the matters governed hereby, including, without limitation, that certain Contract Law Enforcement Services Agreement dated as of July 1, 2019 (as amended, the "Prior Agreement"), which is hereby terminated and of no further force and effect, except for Section II. Paragraph 3 of Amendment No. 3 to such Prior Agreement, which relates to subsequent adjustments to costs incurred under said Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein to this Agreement by this reference), and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Contract Services Lieutenant at phone number (805) 681-4185 is the designated representative for COUNTY. The City Manager of CITY at phone number (805) 961-7501 is the designated representative for CITY. 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 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, City of 130 Cremona Drive, Suite B, Goleta, California 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 Exhibits A, C, and E attached hereto and incorporated herein by reference.

4. **TERM.**

A. **Basic Term.** The term of this Agreement shall commence July 1, 2023, and continue through June 30, 2027, a four (4) year term expiring on June 30, 2027 unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Section 4(B).

B. **Extended Term.** The terms of this Agreement may be extended a maximum of three (3) one - year periods: a first term from July 1, 2027 to June 30, 2028, referred to as the First Extended Term; a second term from July 1, 2028 to June 30, 2029, referred to as the Second Extended Term; and a third term from July 1, 2029 through June 30, 2030 referred to as the Third Extended Term. The term may only be extended by mutual agreement of the parties and subject to approval by their respective legislative bodies.

C. **Appropriations Limitation.** In accordance with California Constitution Article XVI, section 18, 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.

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 Exhibits A, C, and E.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibits B, C, and E attached hereto and incorporated herein by reference. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY pursuant to Exhibit E. Upon resolution of said dispute, to the extent it is determined that CITY overpaid, COUNTY will provide a credit to CITY in an amount equal to the amount overpaid by CITY (if any), which credit shall apply in full to CITY'S monthly payments hereunder until said credit is exhausted. In the event the credit (if any) exceeds CITY'S remaining payments hereunder, COUNTY shall reimburse CITY via check payable to CITY or other similar means.

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to indemnify and hold harmless each other and to procure and maintain insurance in accordance with the provisions of Exhibit D, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY or from CITY to COUNTY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable Menu Items within the Agreement, any equipment or supplies purchased by CITY

for COUNTY or purchased by CITY for CITY'S law-enforcement related services may, at CITY'S sole discretion, revert to CITY ownership. Upon such reversion, COUNTY will provide CITY existing detailed records of the equipment's or supplies' acquisition, customization, maintenance, and service records, including applicable DMV information, warranty information, and remaining service life.

9. INDEPENDENT CONTRACTOR. It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. NONDISCRIMINATION. COUNTY hereby notifies CITY 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 CITY agrees to comply with said ordinance.

11. 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 entities to provide the same or similar services.

12. 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.

13. TERMINATION.

A. By COUNTY

1. Termination for Convenience. COUNTY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY default in the performance of this Agreement or materially breach any provision of this Agreement, including but not limited to, failing to timely provide COUNTY all or any part of payment due, as set forth in Exhibits B, C and E, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from COUNTY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as CITY begins to cure such default during the 30-day period and thereafter, diligently pursues such cure to completion), COUNTY may, at COUNTY'S sole option, terminate this Agreement by ninety (90) days' written notice. COUNTY is entitled to interest pursuant to Exhibit B, Section III from the date of CITY's breach until the date such breach is cured.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice.

2. Termination for Cause. Should COUNTY materially breach any provision of this Agreement, including by failing to provide CITY all or any part of the services set forth in Exhibit A, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from CITY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as COUNTY begins to cure such during the 30-day period and thereafter, diligently pursues such cure to completion), CITY may, at CITY'S sole option, terminate this Agreement by ninety (90) days' written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY for services performed to the date of termination. Upon resolution of said dispute, the disputed amount shall be reconciled consistent with Section 6 above.

14. 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.

15. 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.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties 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.

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

18. NO WAIVER OF DEFAULT. No delay or omission 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.

19. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes and replaces any prior agreements regarding the matters considered herein (except for the surviving provision of

the Prior Agreement discussed in the recitals). 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.

20. SUCCESSORS AND ASSIGNS. Subject to Section 12, above, 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.

21. COMPLIANCE WITH LAW. Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. CALIFORNIA LAW; JURISDICTION AND VENUE. 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. Venue shall be proper in Santa Barbara County, provided that either party may transfer to a different county consistent with Code of Civil Procedure 394.

23. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts, electronic or otherwise, 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.

24. AUTHORITY. The 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, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. 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.

26. DISPUTE RESOLUTION PROCESS. Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Section II. B of Exhibit A) shall be first submitted to mediation. Written notice stating the specific basis of the dispute ("Notice of Dispute"), including the contractual provisions at issue and the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to

the dispute. During the thirty (30) days following receipt of the Notice of Dispute, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. The parties may mutually agree to continue these good faith efforts to resolve the dispute beyond thirty (30) days. However, either party may elect to proceed to mediation at any time after the expiration of thirty (30) days following receipt of the Notice of Dispute. If the dispute remains unresolved after ninety (90) days, the matter shall be referred to a neutral mediator. In any case, the mediator shall be mutually agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree in writing to choose the mediator in another manner. Any costs of retaining the services of the mediator shall be shared equally by COUNTY and CITY. While COUNTY is solely obligated to enter into the aforementioned mediation with CITY, if COUNTY and CITY mutually agree to join other parties who hold similar disputes in a single mediation, the cost of the mediation will be shared equally by all parties to the mediation. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. AGREEMENT NOT CONSTRUED AGAINST DRAFTER. This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2023 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: 
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: 9-19-23

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: **Signature:** 
Rana Warren (Sep 13, 2023 14:33 PDT)
Email: rgwarren@countyofsb.org

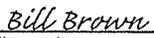
APPROVED AS TO CONTENT:
GREG MILLIGAN
RISK MANAGER

By: **Signature:** 
Email: sfrancis@countyofsb.org

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: **Signature:** 
Email: eprice@co.santa-barbara.ca.us

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: **Signature:** 
Bill Brown (Sep 13, 2023 13:49 PDT)
Email: wfb4029@sbsheriff.org

CITY OF GOLETA

By: _____
PAULA PEROTTE
MAYOR, CITY OF GOLETA

Date: _____

ATTEST:
CITY CLERK
DEBORAH LOPEZ

By: _____

APPROVED AS TO FORM:
MEGAN K. GARIBALDI
CITY ATTORNEY

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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.

I. Delivery of Services

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of CITY according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community-oriented policing (as defined below) and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

II. General Law Enforcement Services

A. Definition. "General Law Enforcement Services" are (i) those services that COUNTY has deemed are necessary to ensure adequate public and officer safety for CITY in the conduct of 24/7 police patrol, (ii) investigations, (iii) technical services, (iv) direct support and administrative functions, (v) emergency dispatch, (vi) general traffic enforcement, (vii) accident investigation, and (viii) parking control. COUNTY agrees to provide General Law Enforcement Services including all Specialized Law Enforcement Functions, as defined in Section II. C, below.

1. Labor and Materials. COUNTY shall 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 CITY, the same shall be supplied by CITY at CITY'S cost and expense.

B. Level of Service.

1. Level of Service Recommendation. The level of service for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with any service level adjustments occurring July 1 of the following year. COUNTY's level of service recommendation for the current fiscal year will be delineated in Exhibit E. The level of service refers to the number of patrol "posts" to be staffed within the boundaries of CITY. One patrol post is equivalent to the number of sworn personnel required to staff one patrol position 24 hours a day, 7 days a week, for one year ("24/7 coverage") including supervision, direct and indirect support functions (excluding Administrative Office Professionals), equipment, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the current geographic boundaries of CITY. A patrol post includes a Shift Relief Factor (as further

explained in Exhibit C), which is used as the multiplier to determine the number of full-time equivalent employees (FTEs) needed for 24/7 coverage. COUNTY measures the service level by the number of patrol posts provided to CITY, and not the number of hours provided.

A patrol post is a single unit, and cannot be requested, or provided, as a fraction thereof. In consultation with COUNTY, CITY may request enhancements to the level of law enforcement services as defined below under Section III, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to increase or decrease the number of patrol posts provided in the prior year, COUNTY shall provide CITY data supporting its determination that such level of service is necessary to protect public and officer safety within CITY along with its recommendation. Such data will be provided no later than December 1st of the current fiscal year. At CITY's request, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY.

i. If CITY wishes to reduce the then-existing type or level of service provided under the terms of this Agreement, CITY shall make a written request to COUNTY within thirty (30) days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level, and COUNTY will provide patrol activity data supporting the need for its current level of service.

ii. If CITY wishes to increase the then-existing type or level of service provided under the terms of this Agreement, CITY will make a written request to COUNTY no later than December 1st of the current fiscal year, for changes to be applied to the following fiscal year. CITY'S request shall detail the specific type and level of service CITY desires, with CITY acknowledging that the costs of such services will impact the total cost for the relevant fiscal year. COUNTY shall review said request and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance, or, with respect to Menu Items, partial acceptance of said 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 request and acceptance, including the resulting cost of the same; all other terms set forth in

this Agreement shall continue in full force and effect. In the event COUNTY rejects CITY'S request, the then-existing type and level of staffing shall remain in full force and effect.

- c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Section II. B. 2., above, CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with CITY to review the recommendation or request and shall consider CITY'S position in good faith, at which meeting the parties will review all data and evidence supporting the current or proposed level of service. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Section II. B. 3, above, is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease, including the resulting cost of such changes; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions including, Search & Rescue; Mounted Unit; Boat Patrol; Aviation Support (Air Support Unit); Underwater Search and Recovery; Special Weapons and Tactic Team (SET); Human Trafficking Task Force; Court Civil Services; Volunteer Program; Explorer Program; Project Lifesaver; Explosive Ordinances and Devices (Bomb Team); and/or Hostage Negotiations may also be provided within CITY limits as needed and when deemed appropriate by COUNTY. CITY will not be responsible for the cost of these services unless the service is requested by CITY as a Supplemental Law Enforcement Service as described in Section III, below. The parties acknowledge and agree that "specialized law enforcement functions" does not include cannabis compliance services.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If COUNTY directly receives grant funds on behalf of CITY related to law

enforcement services under this Agreement such grants shall be directly credited against CITY's costs under this Agreement, so long as such credit will not result in supplantation of funds nor violation of any rules, laws, or principles governing supplantation.

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

F. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at COUNTY'S obligation and expense throughout COUNTY regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be responsible for the costs attributable to custody or coroner services.

G. Community Oriented Policing. The parties acknowledge and agree that COUNTY practices community-oriented policing and conducts itself in a manner that promotes trust and accountability and is participatory in community matters and events.

H. 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.

III. Supplemental Law Enforcement Services

A. Definition. Supplemental Law Enforcement Services are those services that a CITY may select in addition to the "General Law Enforcement Services," as defined in Section II. Supplemental Services can be provided on an annual, full time basis (Menu Items and Grant Programs), or on a one-time or periodic basis. The availability of these Supplemental Law Enforcement Services is at COUNTY'S discretion and is dependent upon COUNTY'S ability to properly staff the supplemental services requested by CITY. Supplemental Law Enforcement Services serve as a supplement to General Law Enforcement Services and in no way replace any services provided under General Law Enforcement Services. As an example, if CITY purchases a Non-Relief (as hereinafter defined) traffic deputy as part of CITY's Supplemental Law Enforcement Services, the services of such Non-Relief traffic deputy are in addition to the general traffic enforcement provided under General Law Enforcement Services and in no way supplants such general traffic enforcement.

B. Non-Relief. All Supplemental Law Enforcement Services are non-relief positions. The term "Non-Relief" indicates that the provision of these services is dependent upon the availability of personnel assigned to a particular position. Services will not be supplemented by additional resources when assigned personnel are unavailable due to vacation, illness, training, or other factors collectively referred to as "lost time." Notwithstanding the foregoing, COUNTY shall use best efforts not to commit to provide Supplemental Law Enforcement Services unless COUNTY reasonably believes that

COUNTY will actually be able to provide such services and COUNTY shall use its best efforts to ensure that such services are in fact provided. In the event that a deputy assigned to a position classified as “Non-Relief” is unavailable to perform their duties due to illness, serious injury, leave of absence or other cause, but has not been transferred out of the position, COUNTY will inform CITY of the absence and whether COUNTY has capacity to staff the position. CITY will continue to pay for the affected position until the deputy assigned is no longer being paid directly by COUNTY, i.e., Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. In furtherance of the foregoing, COUNTY shall inform CITY as soon as COUNTY begins receiving Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. for any unstaffed position. In the event that the affected position remains unfilled for one month, CITY may request to meet and confer with COUNTY regarding such position. In the event the deputy has been transferred out of the position, CITY’S obligation to pay for such position will be immediately suspended. Calculation of any resulting credit will be determined as provided in Exhibit C, Section II.

C. Additional Annual Level(s) of Service.

1. Definition. Additional Annual Level(s) of Service refers to annual supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section II above. CITY may request an additional level of service for the succeeding fiscal year for any Supplemental Law Enforcement Services, including but not limited to, Menu Items, and Additional Levels of Service tied to Grant Programs, as further described below. Requests for Additional Annual Level(s) of Services must be made in writing by January 15th of the current fiscal year.
2. Menu Items. The following Supplemental Law Enforcement Services are available for purchase by CITY on an annual basis, subject to cancellation by CITY on at least sixty (60) days’ advance written notice from CITY to COUNTY:
 - a. Non-Relief Motor Deputy conducts motorcycle-based traffic enforcement, collision investigations, community outreach and education programs. The deputy’s enforcement is focused on common collision factors within the incorporated limits of CITY. The goal of the traffic deputy is to reduce the number of traffic collisions, persons injured in collisions and improve the overall safety of motorists, bicyclists and pedestrians.
 - i. Transfers/Promotions. In the event that a Motor Deputy assigned to a Supplemental Law Enforcement Service, or “Menu Item” position is promoted or otherwise transfers out of that assignment, CITY shall be responsible for the replacement costs of any equipment and training required of the succeeding deputy, that are not otherwise reimbursed.

This would include training, equipment and/or uniform items associated with the Motor Deputy position.

- ii. Motor Pool Costs. CITY will reimburse COUNTY for actual motor costs associated with Motor Deputy costs. Costs are determined by COUNTY’s General Services department and will be tracked through COUNTY’S financial system and added to the monthly invoice. Motor pool costs consist of fuel, maintenance/repair work, as well as insurance.
- iii. Uniform, Equipment, and Training Costs. CITY recognizes that COUNTY does not employ Traffic Deputies in any of its unincorporated jurisdictions and that Deputy, vehicle, uniform, equipment, and training costs are solely the responsibility of CITY. CITY shall reimburse COUNTY for uniform, equipment, and training costs in accordance with department standards. The below table delineates a sampling of the average useful life for uniform and equipment for a Motor Deputy Costs:

ITEM	AVERAGE USEFUL LIFE
Motorcycle	5 yrs
Moving RADAR	10 yrs
Handheld LIDAR	10 yrs
Helmet	5 yrs
Helmet Communication Harness	5 yrs
Uniform- Shirts (2)	2 yrs
Uniform- Pants (2)	7 yrs
Uniform- Boots (1)	3 yrs
Uniform- Jacket (1)	10 yrs

- b. Non-Relief School Resource Deputy acts as the liaison between school officials, CITY staff, and the Sheriff’s Office. The deputy provides education classes to students, parents and community members impacted by the school; completes school-related projects as directed; investigates youth related offenses related to the school on and off campus; and enforces state, local and education code laws.
- c. Non-Relief Community Resource Deputy typically works as a liaison between CITY staff and Sheriff’s personnel and works cooperatively with the City Manager, or designee, and the Station Lieutenant. The deputy focuses on the interests unique to CITY, develops crime prevention programs, and provides public education and instruction. The deputy also typically assists with coordinating CITY sponsored events.

- d. **Non-Relief Detective** investigates general or specific criminal violation cases developed by patrol personnel.
 - e. **Non-Relief Sergeant** provides supplemental supervision for groups of deputies assigned to similar duties or projects.
 - f. **Non-Relief Administrative Office Professional (AOP)** is additional clerical staff assigned to process incidents, crime and traffic reports. The AOP is responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.
 - g. **Non-Relief Sheriff's Service Technician ("SST")** works under general supervision and performs a variety of non-sworn technical and clerical based administrative duties in the office and the field.
3. **Grant Programs.** Subject to Section II. D. above, if the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period, unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. 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. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. 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.

D. **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 at the request of CITY, such as, but not limited to: additional security for planned events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, in accordance with

Section III. D. 2, below, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY.

2. Request Process for Planned Events. The request by CITY for additional law enforcement services for planned events, including but not limited to parades, festivals and similar events, shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and locations and may include a suggested level of service. CITY will notify COUNTY as soon as possible and at least forty-five (45) days prior to the event, for COUNTY scheduling purposes. CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate. COUNTY is not responsible for contracting with any outside vendors related to the underlying event requiring the request for one-time or periodic law enforcement services. COUNTY will solely contract with CITY for all one-time or periodic law enforcement services requested under this Agreement.

3. Request Process for Unanticipated Additional Services. The request by CITY for unanticipated additional law enforcement services shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives as soon as possible in advance of the need for such services. In the event that an advance written request is not possible, COUNTY will invoice CITY for actual costs for the unanticipated services.

4. Provision of One-time or Periodic Services. CITY requests for additional one-time or periodic law enforcement services, planned or un-planned, shall be granted at COUNTY'S discretion. If granted, CITY will be invoiced for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services.

IV. Personnel Management

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY 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 CITY 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 Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the Station Lieutenant (or other higher level officer as mutually agreed in writing), who will represent the Sheriff as Chief of Police Services, and any personnel for any position related to supplemental law enforcement services of a specialized nature that CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant, however, if CITY seeks to request review or transfer of the Station Lieutenant, CITY may make such request to the Commander. This provision notwithstanding, the Sheriff maintains exclusive authority over the selection or replacement of personnel provided to CITY.

D. Employee Pay Issues. Except as otherwise provided herein, CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation, or other employment benefits of any description to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status, benefits or rights from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status, benefits or rights from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

F. Diversity, Equity, and Inclusion (DEI). COUNTY and CITY are each committed to engaging in practices that promote diversity, equity, and inclusivity within their respective agencies and communities. COUNTY is committed to demonstrating respect for the diversity of CITY's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services. If requested by CITY, COUNTY patrol deputies providing services under this Agreement will make best efforts to participate in DEI training at the CITY level, provided that (i) CITY must provide COUNTY with any proposed CITY training for COUNTY's review, (ii) COUNTY approves of such training and (iii) to the extent CITY's training conflicts with the deputies' ability to perform services under this Agreement, the deputies' obligation to provide services under this Agreement shall prevail. CITY may inform COUNTY of CITY'S DEI events, outreach efforts, and training within CITY'S community, and COUNTY shall use its best efforts to have an administrative staff member attend and participate in such events, outreach efforts, and trainings. If COUNTY participates, such participation will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, below.

If there are any costs associated with attending such training, including any direct or backfill overtime costs, such costs will be borne by CITY. At CITY's request to the Station Lieutenant, COUNTY will provide CITY with COUNTY's DEI training or programs offered to employees providing services under this Agreement.

V. Enforcement of Laws

In conjunction with Section II.E, above, Sheriff shall, consistent with and subject to the limitations of applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), enforce those statutes of the State of California and municipal ordinances of CITY that call for or reasonably require enforcement by law enforcement personnel. When requested, and to the extent consistent with applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), Sheriff will assist in the enforcement of CITY's other municipal code provisions in cooperation with CITY's staff and Code Enforcement personnel. At CITY's request, CITY and COUNTY agree to meet and confer regarding Sheriff's Office policies that may impact the Sheriff's ability to enforce municipal ordinances of CITY.

VI. 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 CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. Whenever possible, the parties agree to consult with one another on significant changes to service level, new technology, and community oriented policing as it relates to provision of services under this Agreement within the CITY.

VII. Mutual Aid

The parties acknowledge and agree that an unplanned event or emergency may require a temporary reallocation of law enforcement services in order to maintain public safety either inside or outside of CITY.

VIII. Maintenance of Records

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants described in section III. C. 3, above, and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

IX. Law Enforcement Service Statistics and Data Reporting

- A. Law Enforcement Statistics. As of the date of full execution of this Agreement, COUNTY maintains law enforcement service statistics as set forth in Exhibit A-1. The

Patrol Post Statistics, set forth in Exhibit A-1, are generated monthly from the Santa Barbara County Sheriff's Office's Computer Aided Dispatch (CAD). Within thirty (30) days of the end of each calendar month, COUNTY, via the Sheriff's Contract Services Bureau, shall provide CITY a monthly report of Patrol Post Statistics. If requested by CITY, COUNTY shall also provide CITY an annual report of Patrol Post Statistics.

While CITY is not charged based on compliance hours, the Patrol Post Statistics will include a monthly compliance report that tracks the total number of hours provided to CITY. The parties will meet and confer quarterly to discuss compliance. Additionally, the parties will meet and confer to discuss compliance if the compliance rate falls below 90% or rises above 110% of CITY's purchased patrol posts, for two consecutive calendar months. The compliance report will be in the form substantially similar to that attached hereto as Exhibit A-2.

All other statistics delineated in Exhibit A-1 (Reported Crime Statistics, Traffic Statistics, and Caseload Statistics), are obtained from the Santa Barbara County Sheriff's Office's Data Unit (Data Unit). COUNTY shall provide a report of such statistics as soon as practicable after receipt of such statistics from the Data Unit and no later than two months after the month in which the data was collected, unless system/software upgrades or changes render the information unavailable or unacceptable for dissemination due to inaccuracy, incompleteness, error, etc.

B. Data Reporting. COUNTY will provide CITY the following data reports:

1. Asset Forfeiture Reports. In June and December, COUNTY will provide CITY a report of all cases within the incorporated area of the CITY resulting in asset forfeiture; and,
2. Existing Quantitative and Qualitative Reports. COUNTY will provide CITY any non-privileged existing quantitative and qualitative reports for Community Resource Deputy, School Resource Deputy, Grants (OTS and others), and Criminal Investigations Division activity.
3. Beat Sheets. If requested by CITY, County will provide CITY a list of all patrol personnel staffing each post in CITY and in the areas immediately adjacent to CITY ("Beat Sheet") as soon as possible following CITY's request. The Beat Sheet will solely include information regarding assigned personnel and may not reflect which personnel actually provided services, including mid-shift changes. Discrepancies between the Beat Sheet and CAD data should be resolved in favor of the CAD data. If in the future CAD data is used by COUNTY for a more accurate report, such report shall replace the Beat Sheet for purposes of this section.

C. Annual Presentation to the CITY Council. Annually, the Chief of Police for CITY will present to the CITY Council regarding CITY contract compliance and significant

events from the prior year, including relevant data and a discussion of the goals and objectives set forth in Exhibit A-3.

- D. Additional Reporting. If COUNTY upgrades its systems or software such that COUNTY is able to provide additional data and statistics beyond what is described in this section, COUNTY shall notify CITY of the same and shall incorporate such additional data and statistics into the information provided to CITY under this section as soon as reasonably possible after full implementation of the new system/software. Following the implementation of such new system/software, if there is no additional cost to COUNTY to provide the additional data and statistics, then COUNTY will provide such at no additional cost to CITY. To the extent that CITY seeks additional or supplemental data reporting or analysis beyond that described in this section or beyond what COUNTY is capable of providing based on its then-current system/software, the parties will meet and confer regarding the possibility of providing such additional reporting. However, the ultimate determination regarding such additional reporting will be at COUNTY's discretion, and CITY will be invoiced for the actual costs incurred for any additional or supplemental data reporting or analysis beyond that referenced herein.

Exhibit A-1: Law Enforcement Service Statistics Reporting

Reported Crime Statistics

Criminal Homicide
Robbery
Burglary
Vehicle Theft
Theft

Forcible Rape
All Assaults
Vehicles Recovered
Calls for Service

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles

Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload Statistics

Felony Arrests

Misdemeanor Arrests

Patrol Post Statistics

Time spent on calls for service
Proactive patrol time

Time spent on report writing and
administrative duties



SANTA BARBARA COUNTY SHERIFF'S OFFICE

MAY 2023 REPORT

PREPARED BY CONTRACT
SERVICES UNIT

Deputy Sheriff Service Unit Compliance Time

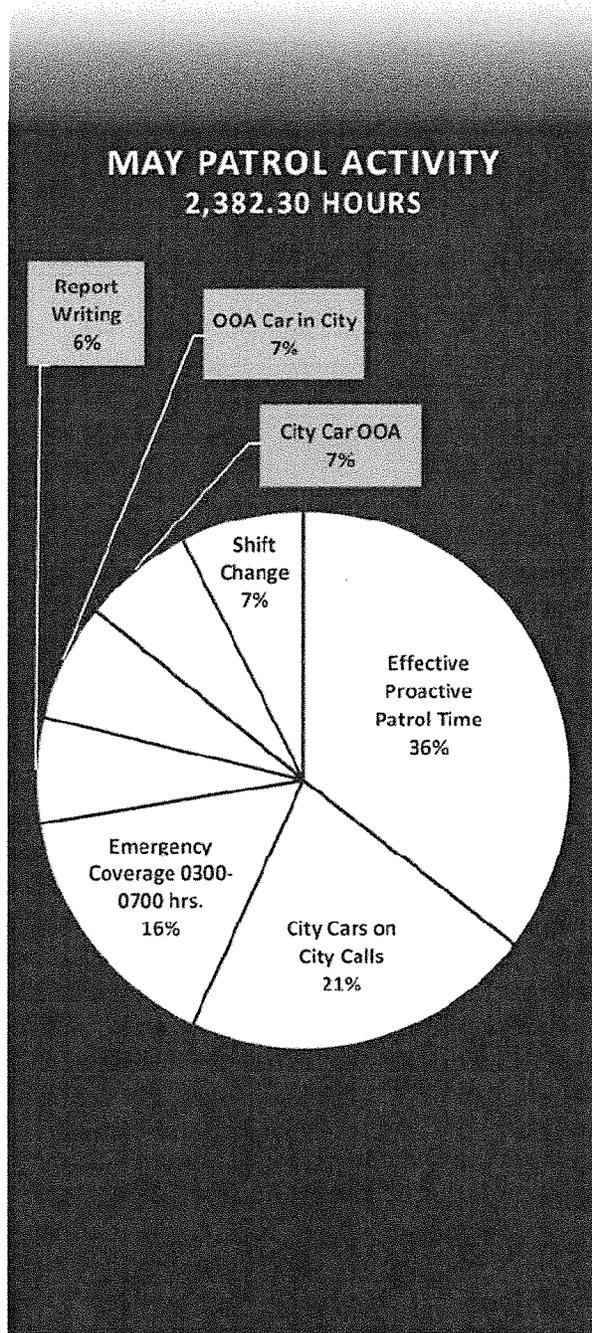
Hours in Month	744.00
Posts Covered	3
Hours Logged in CAD	2382.30
Total Contract Hours	2232.00
Total Billable Hours	2222.20

Compliance Totals

Monthly Total	99.56%
Annual Total	101.68%

Time Summarization

Calls for Service	506.20
Reports and Admin.	150.70
Shift Change	178.00
Proactive Patrol	1219.10
City Car Out of City	160.10
Out of Area Car in City	168.20



NOTE: There is no correlation between graph color and data listed above

Exhibit A-3: Performance Measures for Annual Presentation

The Sheriff's Office is committed to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community oriented policing. The information below further defines these objectives.

I. Building Trust and Legitimacy. Law Enforcement Services in CITY shall be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Use procedural justice¹ as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.
- B. Participate in youth/school-based outreach that provides CITY youth with positive law enforcement interactions.
- C. Engage in positive interaction with CITY business owners and operators.
- D. Participate in Neighborhood Outreach efforts, in particular, programs that effectively build, trust, and encourage open communication with CITY immigrants/Spanish language speakers.
- E. Participate in outreach and communication with CITY residents.
- F. Make best efforts to ensure that employees assigned to provide services to the CITY reflect the community they serve. Conduct annual recruitment programs (e.g., Explorer Program) to recruit constituents of CITY.
- G. Should a Community Resource Deputy or similar Menu Item position be filled, include interacting with youth and coordinating / collaborating with School District as a part of duties. The Community Resource Deputy or similar Menu Item may participate in programs, that can be cooperatively carried out with the CITY School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. Culture of Transparency and Accountability. Law Enforcement Services in CITY shall be conducted in a manner that maintains a culture of transparency and accountability with the community and its residents. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

¹ Per the Department of Justice, procedural justice focuses on the way police and other legal authorities interact with the public and how the characteristics of those interactions shape the public's views of the police, their willingness to obey the law, cooperation with the police in fighting crime, and actual crime rates.

- A. Work with CITY regarding public notification by website(s), social media and/or email newsletters regarding data provided in Section IX of Exhibit A.

III. A Safe Community. Law Enforcement Services in the CITY shall be conducted in a manner that reinforces CITY's reputation as a safe community for residents and supports private investment and property values. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, providing service in a fair, honest, prompt, cooperative, helpful, sensitive, and courteous manner, primarily through the deterrence/prevention of crime and the apprehension of offenders.
- B. Participate in Neighborhood and Business Watch programs.

IV. Community Policing. Law Enforcement Services in CITY shall be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. Consistent with these principles, when possible and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Engage in multidisciplinary, community team approaches for planning, implementing, and responding to crisis situations with complex causal factors, including use of co-response teams to effectively respond to mental health issues.
- B. Work with CITY residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.
- C. Participate in training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

V. Community Based Events. In furtherance of the above-referenced principles, COUNTY will collaborate with CITY to offer a minimum of two (2) of the below community-based events. The time utilized to accomplish the below events will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, of Exhibit A. If there are any costs associated with participating in these events or programs, including any direct or backfill overtime costs, such costs will be borne by CITY.

- A. Conduct one (1) Neighborhood and Business Watch program meeting per year.
- B. Participate in one (1) CITY meeting or event where CITY residents can interact with COUNTY and help influence programs and policy.
- C. Hold one (1) group event in CITY annually.
- D. Hold one (1) appropriately age-based student outreach event, such as Hot Cocoa with a Cop, at an Elementary, Middle, or High School in the CITY.
- E. Participate in the National Night Out event in collaboration with CITY annually.

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Exhibit B: Payment Methodology

I. General Compensation

A. General. COUNTY will charge CITY, and CITY will be charged, in accordance with the payment methodology set forth in this Exhibit B and the cost model set forth in Exhibit C.

B. Exhibit E. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2, for Fiscal Year 2023-2024 will be provided to CITY as Exhibit E and will be referred to as “Cost Computation Fiscal Year 2023-24.” A revised Exhibit E (to be called Exhibit E-1, Exhibit E-2, etc. and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY annually with the annual cost recalculation (per Section II below) showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY and additionally whenever there is a renegotiation of the MOU (defined below) that impacts the escalator discussed below and/or a change in Menu Items or service level changes (per Exhibit A, Sections II.B. or II.C.). Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or designee thereof, and the Sheriff on behalf of COUNTY.

II. Annual Cost Recalculation Via an Escalator

The cost model described in Exhibit C sets the base contract cost under the Agreement. CITY and COUNTY have agreed to an annual cost recalculation via an escalator rather than an annual recalculation of the cost model. Aside from the annual cost recalculation via an escalator that is described in this section, and any potential new or mid-year increases as described below, or any costs associated with any Menu Item or service level changes contemplated in Exhibit A, Sections II.B. or II.C., there shall not be any other increases to the base contract cost during the term of the Agreement, including any extensions pursuant to Section 4. B. of the Agreement. The escalation factor includes (1) any “Salary Increases” for the Deputy Sheriff job class, defined as “across the board base salary increases” or “wage increases” as used in section 5 of the Memorandum of Understanding (“MOU”) for the Santa Barbara County Deputy Sheriff’s Association (“DSA”) (March 16, 2022 through June 21, 2026), attached as Exhibit B-1 and, including but not limited to, salary adjustments or unit cash allowance for the Deputy Sheriff job class in lieu of a Salary Increase delineated in a new DSA MOU agreement, DSA side letter agreement, or otherwise (collectively “DSA agreement”) plus (2) an annual 2.78% cost escalator. For instance, if the base contract cost is \$100 and the DSA MOU Salary Increase is 2%, the calculation for the base contract cost of the following fiscal year is as follows:

Exemplar Annual Recalculation Calculation:

2% (MOU Salary Increase) + 2.78% (Annual Escalator) = 4.78% (Total Annual Escalator)

$\$100$ (Base Contract Cost) x 4.78 % (Total Annual Escalator) = $\$ 104.78$ (New Base Contract Cost)

The escalation factor is an amount that is expected to keep pace with inflation for all cost areas. Because the cost of staff is the largest impact, the escalation factor has a base increase for salaries. The additional factor of 2.78% is forecast to cover all other increases – individualized merit increases, health, pension, insurances, services and supplies, etc. – over the term of the Agreement.

- A. New or Mid-Year DSA Increase. If there is a new or mid-year DSA agreement that includes a Salary Increase that impacts base salary costs for the Deputy Sheriff job class, such Salary Increase will be immediately incorporated into CITY’s costs in accordance with the terms and timelines of such DSA agreement. This will result in a mid-year base contract cost adjustment, which will serve as the new cost for CITY for the current fiscal year as well as the base contract cost for the following fiscal year. This new or mid-year base contract cost adjustment will be calculated by multiplying the new or mid-year MOU salary increase by the base contract cost for the current fiscal year.

In the above example (with a base contract cost of \$100 and annual DSA MOU Salary Increase of 2% + 2.78 escalator), if there is an MOU Salary Increase in December of an additional 1%, the mid-year base contract cost adjustment will be calculated as follows:

Exemplar Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$104.78$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$105.83$ (New Base Contract Cost)

As an alternate example, if there is a DSA agreement that impacts costs during FY 23/24 before the annual recalculation is performed, if the FY 23/24 base cost is \$100 and there is an MOU salary increase in December 2023 of 1%, the mid-year base cost adjustment will be calculated as follows:

Exemplar FY 23/24 Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase

$\$100$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$101$ (New Base Contract Cost)

III. Payment

- A. Payment for General Law Enforcement Services and Menu Items. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2 will be memorialized in Exhibit E. Such costs for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY 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. CITY'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 Office" and mailed to COUNTY address specified in the Agreement at Section 1, ("Designated Representative") unless otherwise directed in writing by COUNTY. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days of the respective due date, COUNTY shall notify CITY in writing. 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 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 COUNTY office described on said invoice.

1. Future Annexation. In the event that CITY intends to annex any new area(s) near the incorporated CITY limits, CITY will provide COUNTY written notice within forty-five (45) days of CITY's initiation of the annexation process. Thereafter, the parties will meet and confer and determine the impacts of any future annexation, including COUNTY'S provision of law enforcement services to the annexed area(s) and any compensation due to COUNTY by CITY to serve the newly-annexed area(s).

B. Payment for One-Time or Periodic Law Enforcement Services.

1. Estimates. CITY may request an estimated cost from COUNTY in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.
2. Cost Tracking & Invoicing. The actual costs related to providing additional or special law enforcement services, including overhead, will be tracked through COUNTY'S financial system and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within ninety (90) days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at COUNTY'S Sheriff 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.
3. Payment Process. CITY payment for One-Time or Periodic Law Enforcement Services is due to 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. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days after the date of the invoice, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using 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.

IV. Miscellaneous

A. Booking Fees. Booking fees include the costs associated with receiving and booking arrestees into COUNTY's jails. CITY will not be responsible for the payment of booking fees to COUNTY.

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

C. Capital Improvements. COUNTY makes no guarantees regarding whether COUNTY will make law enforcement-related capital improvements within CITY. COUNTY will discuss with CITY if COUNTY intends to forego a reasonably expected capital improvement that relates to the provision of law enforcement services within CITY, and COUNTY will obtain CITY's prior approval before making a capital improvement that will result in a cost increase to CITY.

D. Seizure Funds. Federal and /or State seizure or forfeiture funds distributed back to COUNTY stemming from cases arising within the incorporated areas of CITY and originating by any personnel assigned to a contracted CITY post position or CITY narcotics detective Menu Item, shall be shared with CITY 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 80% to CITY and 20% to COUNTY. The above notwithstanding, CITY is not entitled to any assets seized as a result of investigations initiated by the Sheriff's Special Investigation Bureau, law enforcement services rendered outside the terms of this Agreement, or seizure funds related to cannabis compliance services.

CITY is responsible for executing any and all agreements, guidelines and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets, however, COUNTY law enforcement personnel will cooperate with and assist CITY in preparing all required documentation.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY. For clarity, COUNTY shall not negotiate services with other law enforcement agencies on behalf of CITY except in mutual aid situations or if requested by CITY.

F. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia, the cost of such insignia will be at CITY's expense.

G. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within CITY for law enforcement use. Similarly, CITY makes no guarantees regarding its provision of facilities (leased or otherwise) to COUNTY. Any provision of facilities from CITY to COUNTY shall be the subject of separate agreement (e.g., a lease).

Exhibit B-1: Santa Barbara County Deputy Sheriff's Association
Memorandum of Understanding (March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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(March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

- A. Law Enforcement Non-Supervisory
 - Emergency Communications Center Call Taker
 - Communications Dispatcher I
 - Communications Dispatcher II
 - District Attorney Investigator I
 - District Attorney Investigator II
 - District Attorney Investigator III
 - Custody Deputy
 - Sheriff's Deputy, Trainee
 - Sheriff's Deputy
 - Air Support Pilot

- B. Law Enforcement Supervisory
 - Communications Dispatch Supervisor
 - District Attorney Investigator, Supervising
 - Custody Sergeant
 - Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

- A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association. The County shall provide the Association all information that is required by California Government Code §3557.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.

- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
 - 1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.
 - 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.
 - 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.
 - 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

- E. The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead used to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the ½ time portion).

DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "qualifying activities" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the

bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "qualifying activities" for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

- a. Representation of members at interviews required for Professional Standards Investigations,
- b. Attendance at Board of Supervisors' meetings,
- c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
- d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
- e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

- f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
- g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
- h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release

time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 5. Salaries

- A. Effective June 27, 2022, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association. At this time, pursuant to Section 22 of this MOU, the County shall also increase each step in the hourly salary ranges for the following classification series by \$0.125: Call Takers and Communications Dispatchers.
- B. Effective Pay Period 2023-15 (estimated date 6/26/2023), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.
- C. Effective Pay Period 2024-15 (estimated date 6/24/2024), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

In addition, in Pay Period 2024-15, the following wage increases will become effective for the following job classification series:

- Call Takers and Communications Dispatchers: 5% for a total of 7.5%
 - Custody and Sheriff's Deputies/Sergeants: 2% for a total of 4.5%
 - District Attorney Investigators and Sheriff's Pilots: 2% for a total of 4.5%
- D. Effective Pay Period 2025-15 (estimated date 6/23/2025), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

SECTION 6. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

- C. Annually during the term of this agreement, the County shall allocate additional funds in the amount of \$2,259,365 to offset the cost of employee and/or dependent health insurance. This additional annual employer contribution will increase by \$450,000 in January 2025 for a total of to \$2,709,365 for the 2025 plan year and again by \$450,000 in January 2026 for a total of \$3,159, 365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

- F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;

- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

- A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

- B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. STD/LTD Benefits

- A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to \$11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

- F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - a. Employees may be absent from County service no more than three consecutive years; and
 - b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

- New Year's Day, January 1
- Martin Luther King Jr.'s Birthday, 3rd Monday in January
- Lincoln's Birthday, February 12
- Washington's Birthday, 3rd Monday in February
- Memorial Day, last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Columbus Day, 2nd Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, 4th Thursday in November
- Thanksgiving Day Friday, the day after Thanksgiving
- Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior pay roll year will expire at the end of pay period 3 each pay roll year.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.
- C. Donations:
 - are voluntary;
 - are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
 - must be for a minimum of eight (8) hours, in whole hour increments;
 - are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
 - are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.
- G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.
- H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

- A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. Effective June 27, 2022 (Pay Period 2022-15) compensation under Section 14 B shall increase from one dollar and fifty cents (\$1.50) to three dollars (\$3.00) per hour.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
 - 2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.

For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the

discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

- E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.
- F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond 120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.
- G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.
- H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.
- I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.
- J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

- K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.

- L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.

- M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

- N. Regularly Scheduled Overtime in the Communications Dispatch Center
 - 1. Overtime that will be reported by the County to SBCERS for Affected Classifications is “regularly scheduled” or “regularly worked” overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee’s designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.

 - 2. Overtime hours that are “regularly scheduled” or “regularly worked” in a given deployment period (approximately 4 months) are hours:
 - a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, and
 - b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.

 - 3. “Regularly scheduled” or “regularly worked” overtime” for pension purposes shall not include overtime worked when:
 - a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
 - b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or

- c. Unplanned and unscheduled overtime hours incidental to the employee's regular shift (e.g. an employee gets off work late due to work load or other reasons), or
 - d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of "regularly scheduled" overtime.
4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of "regularly scheduled" (i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed “regularly scheduled” and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is “regularly scheduled” to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.
6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County’s standard operational needs. To the extent “mandatory overtime” is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee’s “Monday” or “Friday” of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
 1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
 2. Be readily reachable by telephone or paging device;
 3. Remain within a specified distance or time from their work stations; and
 4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
- C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty

while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

- E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

- A. The County offers the following retirement plans:
 - 1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
 - 2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
 - 3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
 - 4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
 - 5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
 - 6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
 - 7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)
- B. In accordance with California Government Code Section 31631, employees in "Non- PEPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. Effective in pay period 2023-15 (estimated 6/26/2023), the maximum shall be increased to \$1,000, and effective in pay period 2024-15 (estimated 7/8/2024), the maximum shall be increased by \$500 to \$1,500 total. The County agrees to fund annually an amount sufficient to cover 10% of the bargaining unit members receiving this benefit.

SECTION 19. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

- B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

1. Forty-six dollars (\$46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to fifty dollars (\$50.00).

2. Eighty-three dollars and seventy-five cents (\$83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to ninety dollars (\$90.00).

3. One hundred twenty dollars (\$120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Effective June 27, 2022, this allowance shall increase to one-hundred-thirty dollars (\$130.00).

4. One hundred sixty dollars (\$160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody

Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).

5. One hundred sixty-two dollars (\$162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).
6. Two hundred thirteen dollars and fifty cents (\$213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to two-hundred-thirty dollars (\$230.00).

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 21. Specialized Duties and Assignments

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 22. Uniform Allowance

- A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

- B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.
- C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of

replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment. Effective June 27, 2022 the uniform allowance shall be discontinued and employees in these classifications will no longer be required to wear uniforms to work. Uniforms will no longer be issued, and the uniform allowance will be incorporated into base pay at that time.

- E. Effective as soon as practicable after this MOU is ratified by the Association and approved by the Board of Supervisors, employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$260 per year paid at the beginning of each fiscal year. The initial \$260 will be prorated for the balance of the first year of service and for all existing Investigators employed at the time this MOU provisions is implemented for the remainder of Fiscal Year 2021-22. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills

he/she shall receive an allowance of \$57.69 per pay period. Effective date Pay Period 2023-15 (estimated June 26, 2023), the bilingual allowance shall increase to \$95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 25. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular

compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 28. Air Support Unit Duty

Effective as soon as practicable following Board approval of this MOU, employees in the following classifications will transition from current special duty allowances to the following: Air Support Pilot assigned to Air Support Unit duty shall receive an allowance of \$350 biweekly. In addition, other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as tactical flight officers shall receive an allowance of \$425.00. Other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as pilots or hangar supervisors shall receive an allowance of \$845.00 biweekly. Effective June 27, 2022, each of these allowances will increase by \$75.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 29. Mounted Unit Duty

Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of \$75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Cuyama Patrol Assignments

Effective as soon as practicable following Board approval of this MOU, employees regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of \$400 biweekly.

SECTION 35. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be

used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.

2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.
3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 36. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of \$20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 37. Transportation Demand

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 38. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 39. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 41. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.

- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 42. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

- 1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.

- 2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.

- 3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.

- 4. Time limits may be extended by mutual consent, in writing.

- 5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.

- 6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.

- 7. Two or more employees with a common grievance may initiate a single proceeding.

8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division

commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer

within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

- A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.
- B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.
- C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.
- D. In relation to alleged violations of the Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 8, below. Grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration.
- E. The County and the Union shall endeavor to agree upon the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues shall be decided by the arbitrator.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record

on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.
2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 7 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator.

In such event, the Board of Supervisors shall deliberate the grievance and shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award.

In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to

the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 43. Disciplinary Appeals

The parties have agreed that in lieu of appealing disciplinary actions to the County's Civil Service Commission, a pilot program will be implemented wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision. That decision may then be appealed by the parties pursuant to CCP §1094.5. The pilot program shall be implemented as soon as practicable. After two years, the parties shall begin discussing the pilot program and whether to extend, modify, or eliminate it. Absent agreement to extend it, the program shall sunset for disciplinary appeals filed after June 30, 2025.

SECTION 44. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 45. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed

to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 46. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 47. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 48. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 49. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 50. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.
- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.
- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 51. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2026-14 (estimated June 21, 2026). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

Dated _____

Dated 3/26/2022

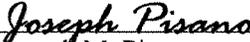
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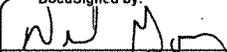

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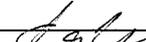
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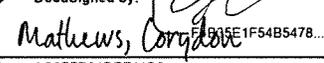
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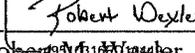
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Exhibit C: Cost Model

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Exhibit C: Cost Model

The cost model is utilized to determine the base contract cost under the Agreement. The cost model determines the cost of a post based on the cost of a Sheriff Deputy, which includes both direct and indirect costs of providing law enforcement services. The direct and indirect costs of providing law enforcement services are determined as follows:

I. Cost Model Components

COUNTY determines charges for law enforcement services payable by CITY utilizing a series of service assumptions and allocations that are based on the initial contract year's projected budgeted service costs as well as actual cost allocations for Deputy Sheriff Trainees, field training, and overtime. These costs are spread among COUNTY and the Contract Cities of Buellton, Carpinteria, Goleta, Solvang ("Contract Cities") based on the cost allocation methodologies described below:

- A. Law Enforcement Patrol Staffing Cost Allocation. Patrol staffing is based on a three-year average of productive time for patrol deputies. Productive time is calculated using a Shift-Relief Factor, which is defined as the additional personnel required to ensure a post is staffed with 24/7 coverage (8760 hours per post) and is used as the multiplier to determine the number of full-time equivalent (FTE) employees needed to provide that coverage. For one deputy, there are 2,080 regular gross annual work hours possible. However, gross annual work hours are reduced by lost time, including training, illness, vacation or other causes, which provides the net annual work hours ("NAWH") – the number of hours staff actually work per year. A three-year average of the NAWH is utilized to project the FY 23/24 Shift-Relief Factor to ensure a post is staffed for all 2,080 hours in the year. Based on the NAWH three-year average, the Shift-Relief Factor for Fiscal Year 23/24 is approximately 1592 hours per deputy, resulting in 5.5 deputy full-time equivalent (FTEs) employees per 8760 hour post. The number of Sheriff Deputies required per 24/7 post for FY 23/24 are as follows:

One Post = 5.5 FTE
Two Posts = 11.0 FTE
Three Posts = 16.5 FTE

- B. Direct Cost of a Sheriff Deputy. This is the average projected budgeted cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. Direct costs of a Sheriff Deputy exclude all costs of Sheriff functions that are made available to all portions of the County, such as custody and coroner functions, as well as all law enforcement programs and projects that are reimbursable from other sources.
- C. Direct Cost of a Patrol Post. This is the average projected/budgeted cost of salary and benefits paid to the employee classifications that provide direct support to a patrol post. Direct costs include unemployment insurance, workers compensation,

and liability insurance. Supervision and management of a patrol post includes an allocation of Sheriff Special Duty Deputies (allocated by percent of the Shift-Relief Factor proportional to the number of posts overseen in CITY), Sergeants, Lieutenants, Commanders, a Chief Deputy (allocated by percentage of posts overseen by position), and Administrative Office Professionals, who also provide direct support to Sheriff Deputies. CITY is allocated a single Administrative Office Professional as direct support for CITY's law enforcement services.

This category includes all direct staffing for the Law Enforcement Operations (LEO) function, excluding the Patrol Deputies. Allocations for Patrol Law Enforcement Staff have been set at a constant ratio through the term of the contract. These positions and allocations are shown below:

FY 23/24 LEO Staffing	Goleta FTE
Admin. Office Pro II	1.00
Chief Deputy Sheriff	0.14
Parking Enforcement Officer (Menu Item)	1.00
Sheriff's Commander	0.27
Sheriff's Deputy (Post)	16.50
Sheriff's Deputy (Menu Items)	1.00
Sheriff's Deputy II- Special Duty (including Menu Items)	4.90
Sheriff's Lieutenant	0.60
Sheriff's Sergeant (including Menu Items)	3.40
Contracts Services Bureau	
Sheriff's Lieutenant	0.13
Dept. Bus. Spec. II/FOP Sr	0.20
Subtotal	29.14

- D. Other Staffing Charges. There are three charges related to staffing that change each year and are allocated to patrol operations from outside of the Sheriff's Office: Unemployment Insurance, Worker's Compensation Insurance, and Liability Insurance.

For FY 23/24 these charges are applied to CITY'S law enforcement services contract cost on a per FTE basis determined by dividing the cost of these charges by the total FTE assigned to patrol operations for both sworn and non-sworn personnel.

- E. Direct Services and Supplies and Other Charges. This is the projected budgeted cost for supplies and other charges incurred for direct law enforcement services. This includes equipment maintenance, vehicle fuel, training, motorpool and various other law enforcement expenditures. Direct services and supplies excludes any expenditures for functions, programs and projects that are excluded from the

direct cost of a Sheriff Deputy. The specific allocation metrics for direct services and supplies are delineated in the below Allocation Summary table.

Direct services and supplies and other charges also includes costs associated with Deputy Sheriff Trainees (DST). A DST is defined as a Deputy Sheriff trainee who is presently in the Law Enforcement Academy and who has not yet acquired a Peace Officer Standards and Training (POST) certificate. The cost is calculated using a three-year average of DST hours and salary costs. The total is then allocated to CITY based on CITY's total number of sworn law enforcement positions.

Direct services and supplies and other charges also includes costs associated with Field Training (FTO). FTO is the minimum 16-week training program that is required for any trainee. A trainee is defined as any entry level or lateral bureau deputy newly appointed to the Santa Barbara County Sheriff's Office who has successfully completed the Peace Officer Standards and Training (POST) approved Basic Academy. The cost is calculated using a three-year average of hours spent as a field trainee multiplied by the projected budgeted A-Step hourly rate of a Deputy Sheriff Trainee for the operative fiscal year. The total is then allocated to CITY based on CITY's total number of contracted post(s) as a percentage of the total number of posts county-wide.

Direct services and supplies and other charges also includes an overtime allocation. Overtime is allocated using prior year actual overtime, less any overtime attributed to vacancies. An estimated inflation factor of 3.5% is then added to the total and allocated to CITY using CITY's total number of calls for service as a percentage of the countywide total of calls for service ("CFS").

- F. Cost of Support and Administration (Indirect Cost Rate Proposal, or "ICRP"). The ICRP is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to the Contract Cities excludes any costs that are general overhead costs of operation of COUNTY government.

For FY 23/24 the ICRP rate is 8.75%. The ICRP is applied to all salaries and benefits included in the contract for law enforcement services.

- G. Direct Overhead. Forensics, Criminal Records, Investigations, Property & Evidence, Narcotics, Intelligence, and High Tech Crimes are allocated using CITY's CFS. The total includes both Service & Supplies and Salary & Benefits, however ICRP is only applied to the Salary & Benefit portion of the costs.

- H. Public Safety Dispatch Costs. This is CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. CITY's share of these costs are based on total dispatch cost from prior year, less fire and ambulance services. A 3% inflation factor is then added, as well as ICRP. That total is then allocated using a three-year average of CFS provided to CITY as a percentage of the Sheriff's total law enforcement CFS.

Dispatch costs are spread between COUNTY and CITY based on the three-year average share of CFS. The FY 23/24 share of Dispatch costs are as follows: County (69.78%) and Goleta (15.52%).

- I. Sheriff's Law Enforcement Contract Services Bureau (CSB). This is CITY's proportionate share of the Sheriff's Contract Law Enforcement Bureau costs. CITY's share of these costs include salaries and benefits of the Department Business Specialist and CSB Lieutenant as well as services and supplies. The salary and benefit cost of the Department Business Specialist is divided evenly amongst the Contract Cities and COUNTY, while 50% of the salary and benefits of the CSB Lieutenant is divided evenly among the Contract Cities. CSB services and supplies costs are divided equally among the Contract Cities and COUNTY.

II. Supplemental Law Enforcement Services Costs

Supplemental Law Enforcement Services as defined in Exhibit A, Section III. C. 2 (Menu Items), will be charged based on the average projected budgeted cost of the Sheriff Deputy employee classification, including all direct and indirect costs, for the Supplemental Law Enforcement Services selected. To the extent that CITY seeks to remove a Menu Item existing in the base contract, CITY will be credited on the invoice in an amount equal to the cost of the Menu Item in the cost model for the year in which the Menu Item is removed. This will be calculated based on the base year contract cost plus any previously applied escalator. To the extent that CITY seeks to add additional Menu Item positions, costs will be based on actual costs of the Menu Item positions for the year in which the Menu Item is requested. These Menu Item changes will be reflected in Exhibit E for the year that the change is requested.

COUNTY will separately invoice CITY for any One-Time or Periodic Supplemental Law Enforcement Services, as defined in Exhibit A, Section III. D, for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services, as well as ICRP and Contract Service Bureau fees, as applicable.

As Supplemental Law Enforcement Services are non-relief positions, a relief factor is not applied to these costs.

III. Excluded Costs

As per County of Santa Barbara, Board of Supervisors Resolution 18-173, dated July 3, 2018, attached hereto as Exhibit C-1, law enforcement services made available to all portions of the COUNTY are excluded from the cost model. Additionally, department head costs (Sheriff, Undersheriff, and one Administrative Professional devoted to department head) are excluded from the ICRP.

IV. Credits

For FY 23/24, CITY will receive its proportionate share of credits for Safety Workers Compensation (SWC), Authorized Leave of Absence (ALN), and Medical Leave without pay (MED) for the Sheriff Deputy job class. For SWC this is accomplished by using a three (3) year average of the amount received for SWC for the Sheriff Deputy job class and allocated to the departments by contracted posts. For ALN and MED, the credit takes the average of three (3) years of hours posted by Sheriff Deputy job class and uses the average cost of projected job class to calculate the credit given to CITY. This is also allocated to CITY by contracted posts.

For FY 23/24, CITY will receive a credit for non-paid time off by patrol staff. This includes unpaid medical leave (MED) and administrative leave unpaid (ALN). For FY 23/24, COUNTY calculated this amount as a total of \$19,306 for all of the Contract Cities. The credit is based on the average hours of leave taken over the last three-years times the average cost per hour for the Deputy Sheriff position. The credit for each post is \$2,800.

For FY 23/24 CITY will also receive credits for Safety Workers Compensation (SWC) received by COUNTY. In FY 23/24 there is a total \$151,838 credit that is divided among the 21 posts. This means CITY is allocated 4.76% of this credit for each post contracted.

Given that the parties have agreed to use a cost escalator as described in Exhibit B, Section II, rather than a recalculation of the cost model, the above-referenced credits solely apply to FY 23/24 base year costs and will not be recalculated and applied to any other year of the Agreement.

V. Allocation Summary

The following table delineates each cost category and the metric utilized for calculating that cost.

COST TYPE	METRIC USED FOR CALCULATION
Deputy Sheriff	Lost-time/relief factor calculation- 5.5 FTE per post
Special Duty Deputy Sheriff	% of relief factor proportional to posts overseen
Sergeant	% of posts overseen by position †
Lieutenant	% of posts overseen by position †
Commander	% of posts overseen by position †
Chief	% of posts overseen by position †

AOP	1
Workers Comp/Liability/Unemployment Ins	# of FTE
Contract Services Bureau S&B	Allocated evenly among Contract Cities & County‡
All Direct Overhead	% CFS *
Public Safety Dispatch	% CFS *
Services & Supplies	% CFS *
Contract Services Bureau – S&S	Allocated evenly among Contract Cities & County
Field Training	% of Total Posts
Overtime	% CFS *
Motor Pool	# of Patrol Units
Radios	# of Sworn Positions

*Based on three-year average

†No relief factor added

‡Only 50% of CSB Lieutenant is allocated to the Contract Cities

Exhibit C-1: Excluded Costs
Board of Supervisors Resolution 18-173 dated July 3, 2018

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF DETERMING)
LAW ENFORCEMENT SERVICES MADE) RESOLUTION NO. 18-173
AVAILABLE TO ALL PORTIONS OF THE COUNTY)

WHEREAS, the County of Santa Barbara, through the Sheriff's Office, contracts with the incorporated cities of Goleta, Carpinteria, Solvang and Buellton for law enforcement services pursuant to Government Code Section 51301; and

WHEREAS, the County of Santa Barbara Sheriff's Office identified certain law enforcement services that are made available to all portions of the County regardless of whether a contract for law enforcement services is in place; and

WHEREAS, Government Code Section 51350 requires that a county shall not charge a city contracting for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors.

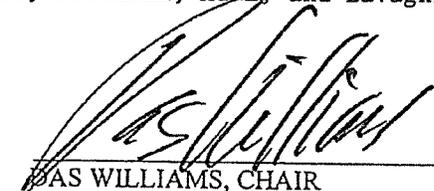
NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara that the following law enforcement services are made available to all portions of the County:

- Coroner
- Search and Rescue
- Mounted Unit
- Boat Patrol
- Aviation support
- Custody Operations
- Underwater Search and Recovery
- Special Weapons and Tactics Teams (SET)
- Human Trafficking Task Force
- Court Civil Services
- Volunteer Program
- Explorer Program
- Project Lifesaver
- Explosive Ordinance and Devices (Bomb Team)
- Hostage Negotiations Team
- Security provided at the request of the Board of Supervisors

ENCL. (4)

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, this
3rd day of July 2018.

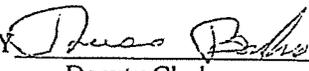
AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino
NOES: None
ABSENT: None



AS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BY 

Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

BY 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY 

Deputy

Exhibit D: Special Indemnification & Insurance Provisions

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

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, 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 California Government Code Section 895.4, each of the parties hereto shall fully 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 California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct 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.

2. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit E: Cost Computation Fiscal Year 2023-24

**City of Goleta
FY 23/24 Contract Cost
Exhibit E**

Patrol Costs	FTE	Total Contract Cost
<i>Direct Patrol</i>		
Sheriff's Deputy	16.50	\$3,300,486
<i>Patrol Support</i>		
Sheriff's Deputy II- Spcl Duty	0.90	198,951
AOP II	1.00	114,358
Chief Deputy Sheriff	0.14	59,379
Sheriff's Commander	0.27	103,953
Sheriff's Lieutenant	0.60	196,023
Sheriff's Sergeant	2.40	632,239
<i>Menu Item Positions</i>		
Parking Enforcement Officer	1.00	99,579
Sheriff's Deputy	1.00	200,029
Sheriff's Deputy II- Spcl Duty	4.00	884,228
Sheriff's Sergeant	1.00	263,433
<i>Contract Services Bureau</i>		
Sheriff's Lieutenant	0.13	40,838
Dept Bus Spec II	0.20	31,450
<i>Other Staffing / Indirect</i>		
Other Staffing Charges (UI, WC, LI)		654,934
Indirect Rate		593,239
Total Patrol Cost		7,373,119
Law Enforcement Support Costs		
Public Safety Dispatch Costs		423,334
<i>Other Direct Charges</i>		
Services & Supplies		187,232
CSB - Services & Supplies		18,440
DST/FTO		304,229
WC Credit		(21,690)
Overtime		138,348
Motor Pool		312,255
Radio/Communications		67,502
<i>Direct Overhead Costs (S&B and S&S)</i>		
Forensics		153,700
Criminal Records		278,400
Investigations		1,092,500
Property & Evidence		97,800
Narcs		138,200
Intelligence		85,600
High Tech Crimes		87,100
Total Salary		148,800
Total Law Enforcement Support		3,511,750
Total Contract for FY 23-24		\$10,884,869

Notes:

UI = Unemployment Insurance; WC = Workers Compensation Insurance; LI = Liability Insurance
ICR = Indirect Contract Rate; S&B = Salaries & Benefits; S&S = Services & Supplies

City of Solvang Contract Law Enforcement Services



FY 2023/2024- FY 2026/2027

Sheriff's Office, County of Santa Barbara
Bill Brown, Sheriff-Coroner

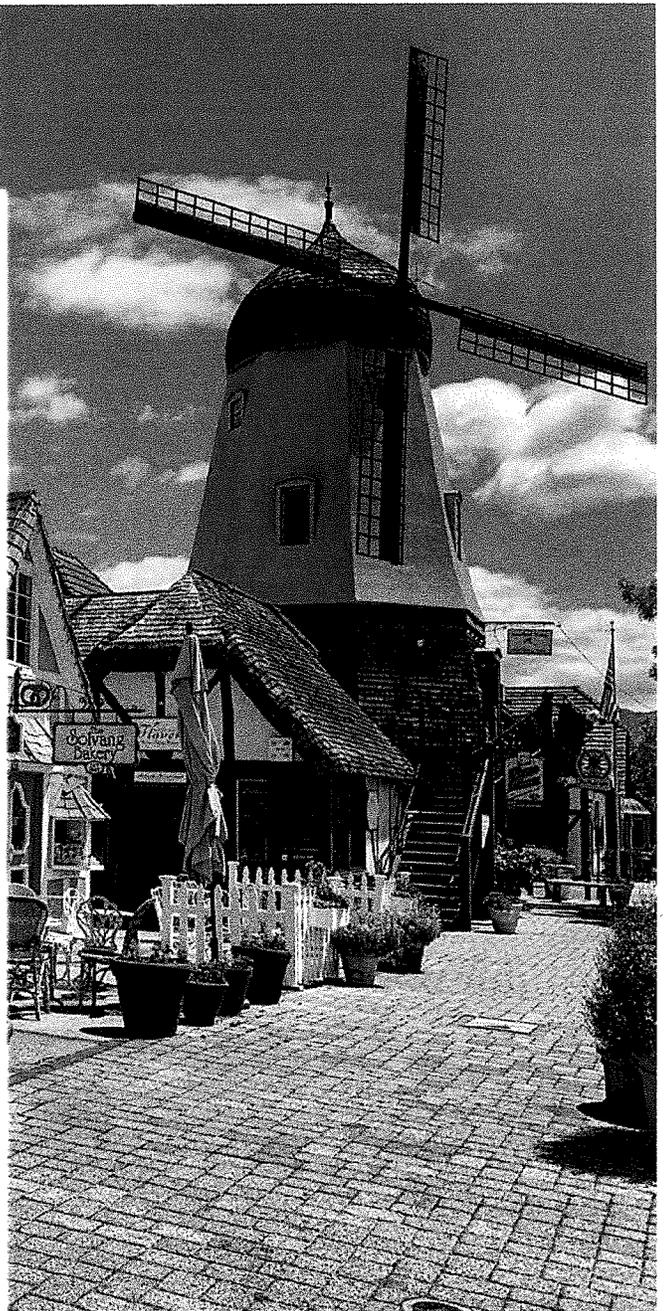


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AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

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 Solvang, an incorporated city having its principal place of business at 1644 Oak Street, Solvang, CA, 93463 (hereafter "CITY") wherein COUNTY agrees to provide, and CITY agrees to accept, the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, pursuant to California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner; and

WHEREAS, this Agreement supersedes and replaces any prior agreement between CITY and COUNTY concerning the matters governed hereby, including, without limitation, that certain Contract Law Enforcement Services Agreement dated as of July 1, 2019 (as amended, the "Prior Agreement"), which is hereby terminated and of no further force and effect, except for Section II. Paragraph 3 of Amendment No. 3 to such Prior Agreement, which relates to subsequent adjustments to costs incurred under said Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein to this Agreement by this reference), and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Contract Services Lieutenant at phone number (805) 681-4185 is the designated representative for COUNTY. The City Manager of CITY at phone number (805) 688-5575 x 204 is the designated representative for CITY. 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 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, City of Solvang 1644 Oak Street, Solvang, CA, 93463

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 Exhibits A, C, and E attached hereto and incorporated herein by reference.

4. TERM.

A. Basic Term. The term of this Agreement shall commence July 1, 2023, and continue through June 30, 2027, a four (4) year term expiring on June 30, 2027 unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Section 4(B).

B. Extended Term. The terms of this Agreement may be extended a maximum of three (3) one - year periods: a first term from July 1, 2027 to June 30, 2028, referred to as the First Extended Term; a second term from July 1, 2028 to June 30, 2029, referred to as the Second Extended Term; and a third term from July 1, 2029 through June 30, 2030 referred to as the Third Extended Term. The term may only be extended by mutual agreement of the parties and subject to approval by their respective legislative bodies.

C. Appropriations Limitation. In accordance with California Constitution Article XVI, section 18, 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.

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 Exhibits A, C, and E.

6. COMPENSATION OF COUNTY. COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibits B, C, and E attached hereto and incorporated herein by reference. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY pursuant to Exhibit E. Upon resolution of said dispute, to the extent it is determined that CITY overpaid, COUNTY will provide a credit to CITY in an amount equal to the amount overpaid by CITY (if any), which credit shall apply in full to CITY'S monthly payments hereunder until said credit is exhausted. In the event the credit (if any) exceeds CITY'S remaining payments hereunder, COUNTY shall reimburse CITY via check payable to CITY or other similar means.

7. INDEMNIFICATION AND INSURANCE. CITY and COUNTY agree to indemnify and hold harmless each other and to procure and maintain insurance in accordance with the provisions of Exhibit D, attached hereto and incorporated herein by reference.

8. OWNERSHIP OF EQUIPMENT. COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY or from CITY to COUNTY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable Menu Items within the Agreement, any equipment or supplies purchased by CITY for COUNTY or purchased by CITY for CITY'S law-enforcement related services may, at CITY'S sole discretion, revert to CITY ownership. Upon such reversion, COUNTY will provide CITY existing detailed

records of the equipment's or supplies' acquisition, customization, maintenance, and service records, including applicable DMV information, warranty information, and remaining service life.

9. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY 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 CITY agrees to comply with said ordinance.

11. **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 entities to provide the same or similar services.

12. **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.

13. **TERMINATION.**

A. **By COUNTY**

1. **Termination for Convenience.** COUNTY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. **Termination for Cause.** Should CITY default in the performance of this Agreement or materially breach any provision of this Agreement, including but not limited to, failing to timely provide COUNTY all or any part of payment due, as set forth in Exhibits B, C and E, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from COUNTY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as CITY begins to cure such default during the 30-day period and thereafter, diligently pursues such cure to completion), COUNTY may, at COUNTY'S sole option, terminate this Agreement by ninety (90) days' written notice. COUNTY is entitled to interest pursuant to Exhibit B, Section III from the date of CITY's breach until the date such breach is cured.

B. **By CITY**

1. **Termination for Convenience.** CITY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice.

2. Termination for Cause. Should COUNTY materially breach any provision of this Agreement, including by failing to provide CITY all or any part of the services set forth in Exhibit A, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from CITY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as COUNTY begins to cure such during the 30-day period and thereafter, diligently pursues such cure to completion), CITY may, at CITY'S sole option, terminate this Agreement by ninety (90) days' written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY for services performed to the date of termination. Upon resolution of said dispute, the disputed amount shall be reconciled consistent with Section 6 above.

14. 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.

15. 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.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties 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.

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

18. NO WAIVER OF DEFAULT. No delay or omission 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.

19. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes and replaces any prior agreements regarding the matters considered herein (except for the surviving provision of the Prior Agreement discussed in the recitals). 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.

20. **SUCCESSORS AND ASSIGNS.** Subject to Section 12, above, 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.

21. **COMPLIANCE WITH LAW.** Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. **CALIFORNIA LAW; JURISDICTION AND VENUE.** 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. Venue shall be proper in Santa Barbara County, provided that either party may transfer to a different county consistent with Code of Civil Procedure 394.

23. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, electronic or otherwise, 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.

24. **AUTHORITY.** The 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, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. **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.

26. **DISPUTE RESOLUTION PROCESS.** Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Section II. B of Exhibit A) shall be first submitted to mediation. Written notice stating the specific basis of the dispute ("Notice of Dispute"), including the contractual provisions at issue and the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to the dispute. During the thirty (30) days following receipt of the Notice of Dispute, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. The parties

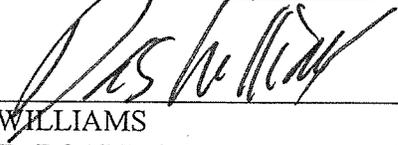
may mutually agree to continue these good faith efforts to resolve the dispute beyond thirty (30) days. However, either party may elect to proceed to mediation at any time after the expiration of thirty (30) days following receipt of the Notice of Dispute. If the dispute remains unresolved after ninety (90) days, the matter shall be referred to a neutral mediator. In any case, the mediator shall be mutually agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree in writing to choose the mediator in another manner. Any costs of retaining the services of the mediator shall be shared equally by COUNTY and CITY. While COUNTY is solely obligated to enter into the aforementioned mediation with CITY, if COUNTY and CITY mutually agree to join other parties who hold similar disputes in a single mediation, the cost of the mediation will be shared equally by all parties to the mediation. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. AGREEMENT NOT CONSTRUED AGAINST DRAFTER. This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2023 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: 
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: 9-19-23

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: **Signature:** 
Rana Warren (Sep 13, 2023 14:33 PDT)
Email: rgwarren@countyofsb.org

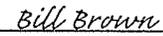
APPROVED AS TO CONTENT:
GREG MILLIGAN
RISK MANAGER

By: **Signature:** 
Email: sfrancis@countyofsb.org

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: **Signature:** 
Email: eprice@co.santa-barbara.ca.us

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: **Signature:** 
Bill Brown (Sep 13, 2023 13:46 PDT)
Email: wfb4029@sbsheriff.org

CITY OF SOLVANG

By: _____
MARK INFANTI
MAYOR OF SOLVANG

Date: _____

ATTEST:
CITY CLERK
ANNAMARIE PORTER

By: _____

APPROVED AS TO FORM:
CITY OF SOLVANG
DAVID FLEISHMAN
CITY ATTORNEY

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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.

I. Delivery of Services

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of CITY according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community-oriented policing (as defined below) and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

II. General Law Enforcement Services

A. Definition. "General Law Enforcement Services" are (i) those services that COUNTY has deemed are necessary to ensure adequate public and officer safety for CITY in the conduct of 24/7 police patrol, (ii) investigations, (iii) technical services, (iv) direct support and administrative functions, (v) emergency dispatch, (vi) general traffic enforcement, (vii) accident investigation, and (viii) parking control. COUNTY agrees to provide General Law Enforcement Services including all Specialized Law Enforcement Functions, as defined in Section II. C, below.

1. Labor and Materials. COUNTY shall 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 CITY, the same shall be supplied by CITY at CITY'S cost and expense.

B. Level of Service.

1. Level of Service Recommendation. The level of service for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with any service level adjustments occurring July 1 of the following year. COUNTY's level of service recommendation for the current fiscal year will be delineated in Exhibit E. The level of service refers to the number of patrol "posts" to be staffed within the boundaries of CITY. One patrol post is equivalent to the number of sworn personnel required to staff one patrol position 24 hours a day, 7 days a week, for one year ("24/7 coverage") including supervision, direct and indirect support functions (excluding Administrative Office Professionals), equipment, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the current geographic boundaries of CITY. A patrol post includes a Shift Relief Factor (as further

explained in Exhibit C), which is used as the multiplier to determine the number of full-time equivalent employees (FTEs) needed for 24/7 coverage. COUNTY measures the service level by the number of patrol posts provided to CITY, and not the number of hours provided.

A patrol post is a single unit, and cannot be requested, or provided, as a fraction thereof. In consultation with COUNTY, CITY may request enhancements to the level of law enforcement services as defined below under Section III, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to increase or decrease the number of patrol posts provided in the prior year, COUNTY shall provide CITY data supporting its determination that such level of service is necessary to protect public and officer safety within CITY along with its recommendation. Such data will be provided no later than December 1st of the current fiscal year. At CITY's request, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY.

i. If CITY wishes to reduce the then-existing type or level of service provided under the terms of this Agreement, CITY shall make a written request to COUNTY within thirty (30) days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level, and COUNTY will provide patrol activity data supporting the need for its current level of service.

ii. If CITY wishes to increase the then-existing type or level of service provided under the terms of this Agreement, CITY will make a written request to COUNTY no later than December 1st of the current fiscal year, for changes to be applied to the following fiscal year. CITY'S request shall detail the specific type and level of service CITY desires, with CITY acknowledging that the costs of such services will impact the total cost for the relevant fiscal year. COUNTY shall review said request and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance, or, with respect to Menu Items, partial acceptance of said 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 request and acceptance, including the resulting cost of the same; all other terms set forth in

this Agreement shall continue in full force and effect. In the event COUNTY rejects CITY'S request, the then-existing type and level of staffing shall remain in full force and effect.

- c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Section II. B. 2., above, CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with CITY to review the recommendation or request and shall consider CITY'S position in good faith, at which meeting the parties will review all data and evidence supporting the current or proposed level of service. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Section II. B. 3, above, is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease, including the resulting cost of such changes; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions including, Search & Rescue; Mounted Unit; Boat Patrol; Aviation Support (Air Support Unit); Underwater Search and Recovery; Special Weapons and Tactic Team (SET); Human Trafficking Task Force; Court Civil Services; Volunteer Program; Explorer Program; Project Lifesaver; Explosive Ordinances and Devices (Bomb Team); and/or Hostage Negotiations may also be provided within CITY limits as needed and when deemed appropriate by COUNTY. CITY will not be responsible for the cost of these services unless the service is requested by CITY as a Supplemental Law Enforcement Service as described in Section III, below. The parties acknowledge and agree that "specialized law enforcement functions" does not include cannabis compliance services.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If COUNTY directly receives grant funds on behalf of CITY related to law

enforcement services under this Agreement such grants shall be directly credited against CITY's costs under this Agreement, so long as such credit will not result in supplantation of funds nor violation of any rules, laws, or principles governing supplantation.

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

F. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at COUNTY'S obligation and expense throughout COUNTY regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be responsible for the costs attributable to custody or coroner services.

G. Community Oriented Policing. The parties acknowledge and agree that COUNTY practices community-oriented policing and conducts itself in a manner that promotes trust and accountability and is participatory in community matters and events.

H. 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.

III. Supplemental Law Enforcement Services

A. Definition. Supplemental Law Enforcement Services are those services that a CITY may select in addition to the "General Law Enforcement Services," as defined in Section II. Supplemental Services can be provided on an annual, full time basis (Menu Items and Grant Programs), or on a one-time or periodic basis. The availability of these Supplemental Law Enforcement Services is at COUNTY'S discretion and is dependent upon COUNTY'S ability to properly staff the supplemental services requested by CITY. Supplemental Law Enforcement Services serve as a supplement to General Law Enforcement Services and in no way replace any services provided under General Law Enforcement Services. As an example, if CITY purchases a Non-Relief (as hereinafter defined) traffic deputy as part of CITY's Supplemental Law Enforcement Services, the services of such Non-Relief traffic deputy are in addition to the general traffic enforcement provided under General Law Enforcement Services and in no way supplants such general traffic enforcement.

B. Non-Relief. All Supplemental Law Enforcement Services are non-relief positions. The term "Non-Relief" indicates that the provision of these services is dependent upon the availability of personnel assigned to a particular position. Services will not be supplemented by additional resources when assigned personnel are unavailable due to vacation, illness, training, or other factors collectively referred to as "lost time." Notwithstanding the foregoing, COUNTY shall use best efforts not to commit to provide Supplemental Law Enforcement Services unless COUNTY reasonably believes that

COUNTY will actually be able to provide such services and COUNTY shall use its best efforts to ensure that such services are in fact provided. In the event that a deputy assigned to a position classified as “Non-Relief” is unavailable to perform their duties due to illness, serious injury, leave of absence or other cause, but has not been transferred out of the position, COUNTY will inform CITY of the absence and whether COUNTY has capacity to staff the position. CITY will continue to pay for the affected position until the deputy assigned is no longer being paid directly by COUNTY, i.e., Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. In furtherance of the foregoing, COUNTY shall inform CITY as soon as COUNTY begins receiving Worker’s Compensation, Long Term Disability, Unpaid Leave, etc. for any unstaffed position. In the event that the affected position remains unfilled for one month, CITY may request to meet and confer with COUNTY regarding such position. In the event the deputy has been transferred out of the position, CITY’S obligation to pay for such position will be immediately suspended. Calculation of any resulting credit will be determined as provided in Exhibit C, Section II.

C. Additional Annual Level(s) of Service.

1. Definition. Additional Annual Level(s) of Service refers to annual supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section II above. CITY may request an additional level of service for the succeeding fiscal year for any Supplemental Law Enforcement Services, including but not limited to, Menu Items, and Additional Levels of Service tied to Grant Programs, as further described below. Requests for Additional Annual Level(s) of Services must be made in writing by January 15th of the current fiscal year.
2. Menu Items. The following Supplemental Law Enforcement Services are available for purchase by CITY on an annual basis, subject to cancellation by CITY on at least sixty (60) days’ advance written notice from CITY to COUNTY:
 - a. Non-Relief Motor Deputy conducts motorcycle-based traffic enforcement, collision investigations, community outreach and education programs. The deputy’s enforcement is focused on common collision factors within the incorporated limits of CITY. The goal of the traffic deputy is to reduce the number of traffic collisions, persons injured in collisions and improve the overall safety of motorists, bicyclists and pedestrians.
 - i. Transfers/Promotions. In the event that a Motor Deputy assigned to a Supplemental Law Enforcement Service, or “Menu Item” position is promoted or otherwise transfers out of that assignment, CITY shall be responsible for the replacement costs of any equipment and training required of the succeeding deputy, that are not otherwise reimbursed.

This would include training, equipment and/or uniform items associated with the Motor Deputy position.

- ii. Motor Pool Costs. CITY will reimburse COUNTY for actual motor costs associated with Motor Deputy costs. Costs are determined by COUNTY’s General Services department and will be tracked through COUNTY’S financial system and added to the monthly invoice. Motor pool costs consist of fuel, maintenance/repair work, as well as insurance.
- iii. Uniform, Equipment, and Training Costs. CITY recognizes that COUNTY does not employ Traffic Deputies in any of its unincorporated jurisdictions and that Deputy, vehicle, uniform, equipment, and training costs are solely the responsibility of CITY. CITY shall reimburse COUNTY for uniform, equipment, and training costs in accordance with department standards. The below table delineates a sampling of the average useful life for uniform and equipment for a Motor Deputy Costs:

ITEM	AVERAGE USEFUL LIFE
Motorcycle	5 yrs
Moving RADAR	10 yrs
Handheld LIDAR	10 yrs
Helmet	5 yrs
Helmet Communication Harness	5 yrs
Uniform- Shirts (2)	2 yrs
Uniform- Pants (2)	7 yrs
Uniform- Boots (1)	3 yrs
Uniform- Jacket (1)	10 yrs

- b. Non-Relief School Resource Deputy acts as the liaison between school officials, CITY staff, and the Sheriff’s Office. The deputy provides education classes to students, parents and community members impacted by the school; completes school-related projects as directed; investigates youth related offenses related to the school on and off campus; and enforces state, local and education code laws.
- c. Non-Relief Community Resource Deputy typically works as a liaison between CITY staff and Sheriff’s personnel and works cooperatively with the City Manager, or designee, and the Station Lieutenant. The deputy focuses on the interests unique to CITY, develops crime prevention programs, and provides public education and instruction. The deputy also typically assists with coordinating CITY sponsored events.

- d. **Non-Relief Detective** investigates general or specific criminal violation cases developed by patrol personnel.
 - e. **Non-Relief Sergeant** provides supplemental supervision for groups of deputies assigned to similar duties or projects.
 - f. **Non-Relief Administrative Office Professional (AOP)** is additional clerical staff assigned to process incidents, crime and traffic reports. The AOP is responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.
 - g. **Non-Relief Sheriff's Service Technician ("SST")** works under general supervision and performs a variety of non-sworn technical and clerical based administrative duties in the office and the field.
3. **Grant Programs.** Subject to Section II. D. above, if the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period, unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. 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. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. 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.

D. **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 at the request of CITY, such as, but not limited to: additional security for planned events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, in accordance with

Section III. D. 2, below, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY.

2. Request Process for Planned Events. The request by CITY for additional law enforcement services for planned events, including but not limited to parades, festivals and similar events, shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and locations and may include a suggested level of service. CITY will notify COUNTY as soon as possible and at least forty-five (45) days prior to the event, for COUNTY scheduling purposes. CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate. COUNTY is not responsible for contracting with any outside vendors related to the underlying event requiring the request for one-time or periodic law enforcement services. COUNTY will solely contract with CITY for all one-time or periodic law enforcement services requested under this Agreement.

3. Request Process for Unanticipated Additional Services. The request by CITY for unanticipated additional law enforcement services shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives as soon as possible in advance of the need for such services. In the event that an advance written request is not possible, COUNTY will invoice CITY for actual costs for the unanticipated services.

4. Provision of One-time or Periodic Services. CITY requests for additional one-time or periodic law enforcement services, planned or un-planned, shall be granted at COUNTY'S discretion. If granted, CITY will be invoiced for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services.

IV. Personnel Management

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY 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 CITY 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 Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the Station Lieutenant (or other higher level officer as mutually agreed in writing), who will represent the Sheriff as Chief of Police Services, and any personnel for any position related to supplemental law enforcement services of a specialized nature that CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant, however, if CITY seeks to request review or transfer of the Station Lieutenant, CITY may make such request to the Commander. This provision notwithstanding, the Sheriff maintains exclusive authority over the selection or replacement of personnel provided to CITY.

D. Employee Pay Issues. Except as otherwise provided herein, CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation, or other employment benefits of any description to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status, benefits or rights from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status, benefits or rights from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

F. Diversity, Equity, and Inclusion (DEI). COUNTY and CITY are each committed to engaging in practices that promote diversity, equity, and inclusivity within their respective agencies and communities. COUNTY is committed to demonstrating respect for the diversity of CITY's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services. If requested by CITY, COUNTY patrol deputies providing services under this Agreement will make best efforts to participate in DEI training at the CITY level, provided that (i) CITY must provide COUNTY with any proposed CITY training for COUNTY's review, (ii) COUNTY approves of such training and (iii) to the extent CITY's training conflicts with the deputies' ability to perform services under this Agreement, the deputies' obligation to provide services under this Agreement shall prevail. CITY may inform COUNTY of CITY'S DEI events, outreach efforts, and training within CITY'S community, and COUNTY shall use its best efforts to have an administrative staff member attend and participate in such events, outreach efforts, and trainings. If COUNTY participates, such participation will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, below.

If there are any costs associated with attending such training, including any direct or backfill overtime costs, such costs will be borne by CITY. At CITY's request to the Station Lieutenant, COUNTY will provide CITY with COUNTY's DEI training or programs offered to employees providing services under this Agreement.

V. Enforcement of Laws

In conjunction with Section I.E, above, Sheriff shall, consistent with and subject to the limitations of applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), enforce those statutes of the State of California and municipal ordinances of CITY that call for or reasonably require enforcement by law enforcement personnel. When requested, and to the extent consistent with applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), Sheriff will assist in the enforcement of CITY's other municipal code provisions in cooperation with CITY's staff and Code Enforcement personnel. At CITY's request, CITY and COUNTY agree to meet and confer regarding Sheriff's Office policies that may impact the Sheriff's ability to enforce municipal ordinances of CITY.

VI. 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 CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. Whenever possible, the parties agree to consult with one another on significant changes to service level, new technology, and community oriented policing as it relates to provision of services under this Agreement within the CITY.

VII. Mutual Aid

The parties acknowledge and agree that an unplanned event or emergency may require a temporary reallocation of law enforcement services in order to maintain public safety either inside or outside of CITY.

VIII. Maintenance of Records

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants described in section III. C. 3, above, and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

IX. Law Enforcement Service Statistics and Data Reporting

A. Law Enforcement Statistics. As of the date of full execution of this Agreement, COUNTY maintains law enforcement service statistics as set forth in Exhibit A-1. The

Patrol Post Statistics, set forth in Exhibit A-1, are generated monthly from the Santa Barbara County Sheriff's Office's Computer Aided Dispatch (CAD). Within thirty (30) days of the end of each calendar month, COUNTY, via the Sheriff's Contract Services Bureau, shall provide CITY a monthly report of Patrol Post Statistics. If requested by CITY, COUNTY shall also provide CITY an annual report of Patrol Post Statistics.

While CITY is not charged based on compliance hours, the Patrol Post Statistics will include a monthly compliance report that tracks the total number of hours provided to CITY. The parties will meet and confer quarterly to discuss compliance. Additionally, the parties will meet and confer to discuss compliance if the compliance rate falls below 90% or rises above 110% of CITY's purchased patrol posts, for two consecutive calendar months. The compliance report will be in the form substantially similar to that attached hereto as Exhibit A-2.

All other statistics delineated in Exhibit A-1 (Reported Crime Statistics, Traffic Statistics, and Caseload Statistics), are obtained from the Santa Barbara County Sheriff's Office's Data Unit (Data Unit). COUNTY shall provide a report of such statistics as soon as practicable after receipt of such statistics from the Data Unit and no later than two months after the month in which the data was collected, unless system/software upgrades or changes render the information unavailable or unacceptable for dissemination due to inaccuracy, incompleteness, error, etc.

B. Data Reporting. COUNTY will provide CITY the following data reports:

1. Asset Forfeiture Reports. In June and December, COUNTY will provide CITY a report of all cases within the incorporated area of the CITY resulting in asset forfeiture; and,
2. Existing Quantitative and Qualitative Reports. COUNTY will provide CITY any non-privileged existing quantitative and qualitative reports for Community Resource Deputy, School Resource Deputy, Grants (OTS and others), and Criminal Investigations Division activity.
3. Beat Sheets. If requested by CITY, County will provide CITY a list of all patrol personnel staffing each post in CITY and in the areas immediately adjacent to CITY ("Beat Sheet") as soon as possible following CITY's request. The Beat Sheet will solely include information regarding assigned personnel and may not reflect which personnel actually provided services, including mid-shift changes. Discrepancies between the Beat Sheet and CAD data should be resolved in favor of the CAD data. If in the future CAD data is used by COUNTY for a more accurate report, such report shall replace the Beat Sheet for purposes of this section.

C. Annual Presentation to the CITY Council. Annually, the Chief of Police for CITY will present to the CITY Council regarding CITY contract compliance and significant

events from the prior year, including relevant data and a discussion of the goals and objectives set forth in Exhibit A-3.

- D. Additional Reporting. If COUNTY upgrades its systems or software such that COUNTY is able to provide additional data and statistics beyond what is described in this section, COUNTY shall notify CITY of the same and shall incorporate such additional data and statistics into the information provided to CITY under this section as soon as reasonably possible after full implementation of the new system/software. Following the implementation of such new system/software, if there is no additional cost to COUNTY to provide the additional data and statistics, then COUNTY will provide such at no additional cost to CITY. To the extent that CITY seeks additional or supplemental data reporting or analysis beyond that described in this section or beyond what COUNTY is capable of providing based on its then-current system/software, the parties will meet and confer regarding the possibility of providing such additional reporting. However, the ultimate determination regarding such additional reporting will be at COUNTY's discretion, and CITY will be invoiced for the actual costs incurred for any additional or supplemental data reporting or analysis beyond that referenced herein.

Exhibit A-1: Law Enforcement Service Statistics Reporting

Reported Crime Statistics

Criminal Homicide
Robbery
Burglary
Vehicle Theft
Theft

Forcible Rape
All Assaults
Vehicles Recovered
Calls for Service

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles

Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload Statistics

Felony Arrests

Misdemeanor Arrests

Patrol Post Statistics

Time spent on calls for service
Proactive patrol time

Time spent on report writing and
administrative duties



SANTA BARBARA COUNTY SHERIFF'S OFFICE

MAY 2023 REPORT

PREPARED BY CONTRACT
SERVICES UNIT

Deputy Sheriff Service Unit Compliance Time

Hours in Month	744.00
Posts Covered	3
Hours Logged in CAD	2382.30
Total Contract Hours	2232.00
Total Billable Hours	2222.20

Compliance Totals

Monthly Total	99.56%
Annual Total	101.68%

Time Summarization

Calls for Service	506.20
Reports and Admin.	150.70
Shift Change	178.00
Proactive Patrol	1219.10
City Car Out of City	160.10
Out of Area Car in City	168.20

NOTE: There is no correlation between graph color and data listed above

MAY PATROL ACTIVITY 2,382.30 HOURS

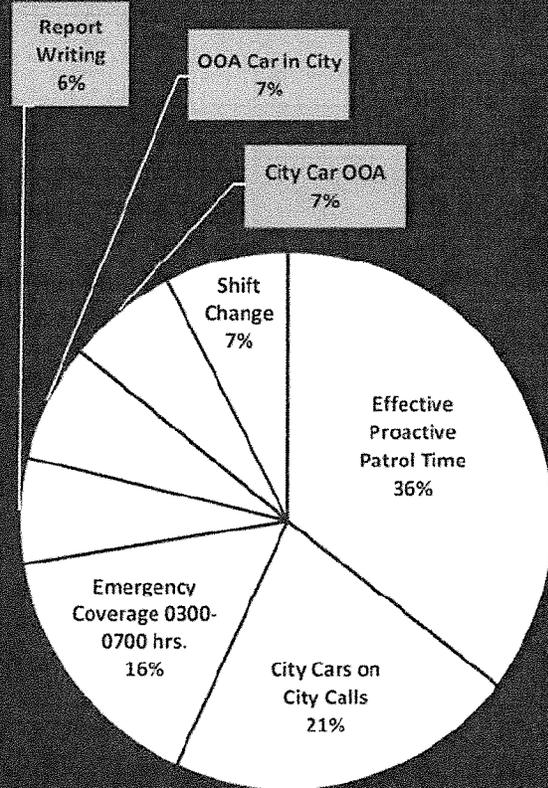


Exhibit A-3: Performance Measures for Annual Presentation

The Sheriff's Office is committed to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community oriented policing. The information below further defines these objectives.

- I. **Building Trust and Legitimacy.** Law Enforcement Services in CITY shall be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:
 - A. Use procedural justice¹ as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.
 - B. Participate in youth/school-based outreach that provides CITY youth with positive law enforcement interactions.
 - C. Engage in positive interaction with CITY business owners and operators.
 - D. Participate in Neighborhood Outreach efforts, in particular, programs that effectively build, trust, and encourage open communication with CITY immigrants/Spanish language speakers.
 - E. Participate in outreach and communication with CITY residents.
 - F. Make best efforts to ensure that employees assigned to provide services to the CITY reflect the community they serve. Conduct annual recruitment programs (e.g., Explorer Program) to recruit constituents of CITY.
 - G. Should a Community Resource Deputy or similar Menu Item position be filled, include interacting with youth and coordinating / collaborating with School District as a part of duties. The Community Resource Deputy or similar Menu Item may participate in programs, that can be cooperatively carried out with the CITY School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

- II. **Culture of Transparency and Accountability.** Law Enforcement Services in CITY shall be conducted in a manner that maintains a culture of transparency and accountability with the community and its residents. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

¹ Per the Department of Justice, procedural justice focuses on the way police and other legal authorities interact with the public and how the characteristics of those interactions shape the public's views of the police, their willingness to obey the law, cooperation with the police in fighting crime, and actual crime rates.

- A. Work with CITY regarding public notification by website(s), social media and/or email newsletters regarding data provided in Section IX of Exhibit A.

III. A Safe Community. Law Enforcement Services in the CITY shall be conducted in a manner that reinforces CITY's reputation as a safe community for residents and supports private investment and property values. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, providing service in a fair, honest, prompt, cooperative, helpful, sensitive, and courteous manner, primarily through the deterrence/prevention of crime and the apprehension of offenders.
- B. Participate in Neighborhood and Business Watch programs.

IV. Community Policing. Law Enforcement Services in CITY shall be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. Consistent with these principles, when possible and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

- A. Engage in multidisciplinary, community team approaches for planning, implementing, and responding to crisis situations with complex causal factors, including use of co-response teams to effectively respond to mental health issues.
- B. Work with CITY residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.
- C. Participate in training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

V. Community Based Events. In furtherance of the above-referenced principles, COUNTY will collaborate with CITY to offer a minimum of two (2) of the below community-based events. The time utilized to accomplish the below events will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, of Exhibit A. If there are any costs associated with participating in these events or programs, including any direct or backfill overtime costs, such costs will be borne by CITY.

- A. Conduct one (1) Neighborhood and Business Watch program meeting per year.
- B. Participate in one (1) CITY meeting or event where CITY residents can interact with COUNTY and help influence programs and policy.
- C. Hold one (1) group event in CITY annually.
- D. Hold one (1) appropriately age-based student outreach event, such as Hot Cocoa with a Cop, at an Elementary, Middle, or High School in the CITY.
- E. Participate in the National Night Out event in collaboration with CITY annually.

Exhibit B: Payment Methodology

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Exhibit B: Payment Methodology

I. General Compensation

A. General. COUNTY will charge CITY, and CITY will be charged, in accordance with the payment methodology set forth in this Exhibit B and the cost model set forth in Exhibit C.

B. Exhibit E. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2, for Fiscal Year 2023-2024 will be provided to CITY as Exhibit E and will be referred to as “Cost Computation Fiscal Year 2023-24.” A revised Exhibit E (to be called Exhibit E-1, Exhibit E-2, etc. and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY annually with the annual cost recalculation (per Section II below) showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY and additionally whenever there is a renegotiation of the MOU (defined below) that impacts the escalator discussed below and/or a change in Menu Items or service level changes (per Exhibit A, Sections II.B. or II.C.). Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or designee thereof, and the Sheriff on behalf of COUNTY.

II. Annual Cost Recalculation Via an Escalator

The cost model described in Exhibit C sets the base contract cost under the Agreement. CITY and COUNTY have agreed to an annual cost recalculation via an escalator rather than an annual recalculation of the cost model. Aside from the annual cost recalculation via an escalator that is described in this section, and any potential new or mid-year increases as described below, or any costs associated with any Menu Item or service level changes contemplated in Exhibit A, Sections II.B. or II.C., there shall not be any other increases to the base contract cost during the term of the Agreement, including any extensions pursuant to Section 4. B. of the Agreement. The escalation factor includes (1) any “Salary Increases” for the Deputy Sheriff job class, defined as “across the board base salary increases” or “wage increases” as used in section 5 of the Memorandum of Understanding (“MOU”) for the Santa Barbara County Deputy Sheriff’s Association (“DSA”) (March 16, 2022 through June 21, 2026), attached as Exhibit B-1 and, including but not limited to, salary adjustments or unit cash allowance for the Deputy Sheriff job class in lieu of a Salary Increase delineated in a new DSA MOU agreement, DSA side letter agreement, or otherwise (collectively “DSA agreement”) plus (2) an annual 2.78% cost escalator. For instance, if the base contract cost is \$100 and the DSA MOU Salary Increase is 2%, the calculation for the base contract cost of the following fiscal year is as follows:

Exemplar Annual Recalculation Calculation:

2% (MOU Salary Increase) + 2.78% (Annual Escalator) = 4.78% (Total Annual Escalator)

$\$100$ (Base Contract Cost) x 4.78 % (Total Annual Escalator) = $\$ 104.78$ (New Base Contract Cost)

The escalation factor is an amount that is expected to keep pace with inflation for all cost areas. Because the cost of staff is the largest impact, the escalation factor has a base increase for salaries. The additional factor of 2.78% is forecast to cover all other increases – individualized merit increases, health, pension, insurances, services and supplies, etc. – over the term of the Agreement.

- A. New or Mid-Year DSA Increase. If there is a new or mid-year DSA agreement that includes a Salary Increase that impacts base salary costs for the Deputy Sheriff job class, such Salary Increase will be immediately incorporated into CITY’s costs in accordance with the terms and timelines of such DSA agreement. This will result in a mid-year base contract cost adjustment, which will serve as the new cost for CITY for the current fiscal year as well as the base contract cost for the following fiscal year. This new or mid-year base contract cost adjustment will be calculated by multiplying the new or mid-year MOU salary increase by the base contract cost for the current fiscal year.

In the above example (with a base contract cost of $\$100$ and annual DSA MOU Salary Increase of 2% + 2.78 escalator), if there is an MOU Salary Increase in December of an additional 1%, the mid-year base contract cost adjustment will be calculated as follows:

Exemplar Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase
 $\$104.78$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$105.83$ (New Base Contract Cost)

As an alternate example, if there is a DSA agreement that impacts costs during FY 23/24 before the annual recalculation is performed, if the FY 23/24 base cost is $\$100$ and there is an MOU salary increase in December 2023 of 1%, the mid-year base cost adjustment will be calculated as follows:

Exemplar FY 23/24 Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase
 $\$100$ (Current Year Base Cost) x 1% (December MOU Salary Increase) =
 $\$101$ (New Base Contract Cost)

III. Payment

- A. Payment for General Law Enforcement Services and Menu Items. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2 will be memorialized in Exhibit E. Such costs for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY 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. CITY'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 Office" and mailed to COUNTY address specified in the Agreement at Section 1, ("Designated Representative") unless otherwise directed in writing by COUNTY. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days of the respective due date, COUNTY shall notify CITY in writing. 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 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 COUNTY office described on said invoice.

1. Future Annexation. In the event that CITY intends to annex any new area(s) near the incorporated CITY limits, CITY will provide COUNTY written notice within forty-five (45) days of CITY's initiation of the annexation process. Thereafter, the parties will meet and confer and determine the impacts of any future annexation, including COUNTY's provision of law enforcement services to the annexed area(s) and any compensation due to COUNTY by CITY to serve the newly-annexed area(s).

B. Payment for One-Time or Periodic Law Enforcement Services.

1. Estimates. CITY may request an estimated cost from COUNTY in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.
2. Cost Tracking & Invoicing. The actual costs related to providing additional or special law enforcement services, including overhead, will be tracked through COUNTY'S financial system and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within ninety (90) days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at COUNTY's Sheriff 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.
3. Payment Process. CITY payment for One-Time or Periodic Law Enforcement Services is due to 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. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days after the date of the invoice, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using 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.

IV. Miscellaneous

A. Booking Fees. Booking fees include the costs associated with receiving and booking arrestees into COUNTY's jails. CITY will not be responsible for the payment of booking fees to COUNTY.

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

C. Capital Improvements. COUNTY makes no guarantees regarding whether COUNTY will make law enforcement-related capital improvements within CITY. COUNTY will discuss with CITY if COUNTY intends to forego a reasonably expected capital improvement that relates to the provision of law enforcement services within CITY, and COUNTY will obtain CITY's prior approval before making a capital improvement that will result in a cost increase to CITY.

D. Seizure Funds. Federal and /or State seizure or forfeiture funds distributed back to COUNTY stemming from cases arising within the incorporated areas of CITY and originating by any personnel assigned to a contracted CITY post position or CITY narcotics detective Menu Item, shall be shared with CITY 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 80% to CITY and 20% to COUNTY. The above notwithstanding, CITY is not entitled to any assets seized as a result of investigations initiated by the Sheriff's Special Investigation Bureau, law enforcement services rendered outside the terms of this Agreement, or seizure funds related to cannabis compliance services.

CITY is responsible for executing any and all agreements, guidelines and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets, however, COUNTY law enforcement personnel will cooperate with and assist CITY in preparing all required documentation.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY. For clarity, COUNTY shall not negotiate services with other law enforcement agencies on behalf of CITY except in mutual aid situations or if requested by CITY.

F. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia, the cost of such insignia will be at CITY's expense.

G. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within CITY for law enforcement use. Similarly, CITY makes no guarantees regarding its provision of facilities (leased or otherwise) to COUNTY. Any provision of facilities from CITY to COUNTY shall be the subject of separate agreement (e.g., a lease).

Exhibit B-1: Santa Barbara County Deputy Sheriff's Association
Memorandum of Understanding (March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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(March 16, 2022 through June 21, 2026)

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(March 16, 2022 through June 21, 2026)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

- A. Law Enforcement Non-Supervisory
 - Emergency Communications Center Call Taker
 - Communications Dispatcher I
 - Communications Dispatcher II
 - District Attorney Investigator I
 - District Attorney Investigator II
 - District Attorney Investigator III
 - Custody Deputy
 - Sheriff's Deputy, Trainee
 - Sheriff's Deputy
 - Air Support Pilot

- B. Law Enforcement Supervisory
 - Communications Dispatch Supervisor
 - District Attorney Investigator, Supervising
 - Custody Sergeant
 - Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

- A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association. The County shall provide the Association all information that is required by California Government Code §3557.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.

- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
 - 1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.

 - 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.

 - 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

 - 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

- E. The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead used to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the ½ time portion).

DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "qualifying activities" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the

bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "qualifying activities" for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

- a. Representation of members at interviews required for Professional Standards Investigations,
- b. Attendance at Board of Supervisors' meetings,
- c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
- d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
- e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

- f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
- g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
- h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release

time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 5. Salaries

- A. Effective June 27, 2022, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association. At this time, pursuant to Section 22 of this MOU, the County shall also increase each step in the hourly salary ranges for the following classification series by \$0.125: Call Takers and Communications Dispatchers.
- B. Effective Pay Period 2023-15 (estimated date 6/26/2023), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.
- C. Effective Pay Period 2024-15 (estimated date 6/24/2024), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

In addition, in Pay Period 2024-15, the following wage increases will become effective for the following job classification series:

- Call Takers and Communications Dispatchers: 5% for a total of 7.5%
 - Custody and Sheriff's Deputies/Sergeants: 2% for a total of 4.5%
 - District Attorney Investigators and Sheriff's Pilots: 2% for a total of 4.5%
- D. Effective Pay Period 2025-15 (estimated date 6/23/2025), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

SECTION 6. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

- C. Annually during the term of this agreement, the County shall allocate additional funds in the amount of \$2,259,365 to offset the cost of employee and/or dependent health insurance. This additional annual employer contribution will increase by \$450,000 in January 2025 for a total of to \$2,709,365 for the 2025 plan year and again by \$450,000 in January 2026 for a total of \$3,159, 365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

- F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;

- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

- A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

- B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. STD/LTD Benefits

- A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to \$11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

- F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - a. Employees may be absent from County service no more than three consecutive years; and
 - b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

- New Year's Day, January 1
- Martin Luther King Jr.'s Birthday, 3rd Monday in January
- Lincoln's Birthday, February 12
- Washington's Birthday, 3rd Monday in February
- Memorial Day, last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Columbus Day, 2nd Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, 4th Thursday in November
- Thanksgiving Day Friday, the day after Thanksgiving
- Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior pay roll year will expire at the end of pay period 3 each pay roll year.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.
- C. Donations:
 - are voluntary;
 - are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
 - must be for a minimum of eight (8) hours, in whole hour increments;
 - are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
 - are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.
- G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.
- H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

- A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. Effective June 27, 2022 (Pay Period 2022-15) compensation under Section 14 B shall increase from one dollar and fifty cents (\$1.50) to three dollars (\$3.00) per hour.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
 - 2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.

For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the

discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

- E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.
- F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond 120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.
- G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.
- H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.
- I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.
- J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

- K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.
- L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.
- M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.
- N. Regularly Scheduled Overtime in the Communications Dispatch Center
 - 1. Overtime that will be reported by the County to SBCERS for Affected Classifications is “regularly scheduled” or “regularly worked” overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee’s designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.
 - 2. Overtime hours that are “regularly scheduled” or “regularly worked” in a given deployment period (approximately 4 months) are hours:
 - a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, and
 - b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.
 - 3. “Regularly scheduled” or “regularly worked” overtime” for pension purposes shall not include overtime worked when:
 - a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
 - b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or

- c. Unplanned and unscheduled overtime hours incidental to the employee's regular shift (e.g. an employee gets off work late due to work load or other reasons), or
 - d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of "regularly scheduled" overtime.
4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of "regularly scheduled" (i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed “regularly scheduled” and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is “regularly scheduled” to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.
6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County’s standard operational needs. To the extent “mandatory overtime” is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee’s “Monday” or “Friday” of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
 1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
 2. Be readily reachable by telephone or paging device;
 3. Remain within a specified distance or time from their work stations; and
 4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
- C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty

while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

- E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

- A. The County offers the following retirement plans:
1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
 2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
 3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
 4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
 5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
 6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
 7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)
- B. In accordance with California Government Code Section 31631, employees in "Non- PEPPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. Effective in pay period 2023-15 (estimated 6/26/2023), the maximum shall be increased to \$1,000, and effective in pay period 2024-15 (estimated 7/8/2024), the maximum shall be increased by \$500 to \$1,500 total. The County agrees to fund annually an amount sufficient to cover 10% of the bargaining unit members receiving this benefit.

SECTION 19. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

- B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

- 1. Forty-six dollars (\$46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to fifty dollars (\$50.00).

- 2. Eighty-three dollars and seventy-five cents (\$83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to ninety dollars (\$90.00).

- 3. One hundred twenty dollars (\$120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Effective June 27, 2022, this allowance shall increase to one-hundred-thirty dollars (\$130.00).

- 4. One hundred sixty dollars (\$160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody

Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).

5. One hundred sixty-two dollars (\$162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars (\$175.00).
6. Two hundred thirteen dollars and fifty cents (\$213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to two-hundred-thirty dollars (\$230.00).

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 21. Specialized Duties and Assignments

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 22. Uniform Allowance

- A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

- B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.
- C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of

replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment. Effective June 27, 2022 the uniform allowance shall be discontinued and employees in these classifications will no longer be required to wear uniforms to work. Uniforms will no longer be issued, and the uniform allowance will be incorporated into base pay at that time.

- E. Effective as soon as practicable after this MOU is ratified by the Association and approved by the Board of Supervisors, employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$260 per year paid at the beginning of each fiscal year. The initial \$260 will be prorated for the balance of the first year of service and for all existing Investigators employed at the time this MOU provisions is implemented for the remainder of Fiscal Year 2021-22. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills

he/she shall receive an allowance of \$57.69 per pay period. Effective date Pay Period 2023-15 (estimated June 26, 2023), the bilingual allowance shall increase to \$95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 25. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular

compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 28. Air Support Unit Duty

Effective as soon as practicable following Board approval of this MOU, employees in the following classifications will transition from current special duty allowances to the following: Air Support Pilot assigned to Air Support Unit duty shall receive an allowance of \$350 biweekly. In addition, other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as tactical flight officers shall receive an allowance of \$425.00. Other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as pilots or hangar supervisors shall receive an allowance of \$845.00 biweekly. Effective June 27, 2022, each of these allowances will increase by \$75.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 29. Mounted Unit Duty

Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of \$75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to \$150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Cuyama Patrol Assignments

Effective as soon as practicable following Board approval of this MOU, employees regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of \$400 biweekly.

SECTION 35. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be

used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.

2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.
3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 36. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of \$20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 37. Transportation Demand

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 38. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 39. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 41. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.

- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 42. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

- 1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.

- 2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.

- 3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.

- 4. Time limits may be extended by mutual consent, in writing.

- 5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.

- 6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.

- 7. Two or more employees with a common grievance may initiate a single proceeding.

8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division

commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer

within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

- A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.
- B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.
- C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.
- D. In relation to alleged violations of the Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 8, below. Grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration.
- E. The County and the Union shall endeavor to agree upon the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues shall be decided by the arbitrator.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record

on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.
2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 7 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator.

In such event, the Board of Supervisors shall deliberate the grievance and shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award.

In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to

the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 43. Disciplinary Appeals

The parties have agreed that in lieu of appealing disciplinary actions to the County's Civil Service Commission, a pilot program will be implemented wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision. That decision may then be appealed by the parties pursuant to CCP §1094.5. The pilot program shall be implemented as soon as practicable. After two years, the parties shall begin discussing the pilot program and whether to extend, modify, or eliminate it. Absent agreement to extend it, the program shall sunset for disciplinary appeals filed after June 30, 2025.

SECTION 44. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 45. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed

to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 46. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 47. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 48. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 49. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 50. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.
- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.
- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 51. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2026-14 (estimated June 21, 2026). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

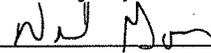
Dated _____

Dated 3/26/2022

County of Santa Barbara

Santa Barbara County
Deputy Sheriffs' Association

DocuSigned by:


DocuSigned by:


Stephanie Langsdorf

Neil Gowins

DocuSigned by:

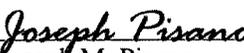

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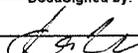

Yvonne Torres

Jazzmine DeForest

DocuSigned by:

DocuSigned by:



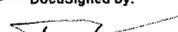


Joseph M. Pisano

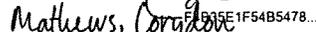
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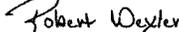
Justin Schroeder

DocuSigned by:


Judi Hall

DocuSigned by:


Mathews, Corydon

DocuSigned by:


Robert M. Wexler

Exhibit C: Cost Model

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Exhibit C: Cost Model

The cost model is utilized to determine the base contract cost under the Agreement. The cost model determines the cost of a post based on the cost of a Sheriff Deputy, which includes both direct and indirect costs of providing law enforcement services. The direct and indirect costs of providing law enforcement services are determined as follows:

I. Cost Model Components

COUNTY determines charges for law enforcement services payable by CITY utilizing a series of service assumptions and allocations that are based on the initial contract year's projected budgeted service costs as well as actual cost allocations for Deputy Sheriff Trainees, field training, and overtime. These costs are spread among COUNTY and the Contract Cities of Buellton, Carpinteria, Goleta, Solvang ("Contract Cities") based on the cost allocation methodologies described below:

- A. Law Enforcement Patrol Staffing Cost Allocation. Patrol staffing is based on a three-year average of productive time for patrol deputies. Productive time is calculated using a Shift-Relief Factor, which is defined as the additional personnel required to ensure a post is staffed with 24/7 coverage (8760 hours per post) and is used as the multiplier to determine the number of full-time equivalent (FTE) employees needed to provide that coverage. For one deputy, there are 2,080 regular gross annual work hours possible. However, gross annual work hours are reduced by lost time, including training, illness, vacation or other causes, which provides the net annual work hours ("NAWH") – the number of hours staff actually work per year. A three-year average of the NAWH is utilized to project the FY 23/24 Shift-Relief Factor to ensure a post is staffed for all 2,080 hours in the year. Based on the NAWH three-year average, the Shift-Relief Factor for Fiscal Year 23/24 is approximately 1592 hours per deputy, resulting in 5.5 deputy full-time equivalent (FTEs) employees per 8760 hour post. The number of Sheriff Deputies required per 24/7 post for FY 23/24 are as follows:

One Post = 5.5 FTE
Two Posts = 11.0 FTE
Three Posts = 16.5 FTE

- B. Direct Cost of a Sheriff Deputy. This is the average projected budgeted cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. Direct costs of a Sheriff Deputy exclude all costs of Sheriff functions that are made available to all portions of the County, such as custody and coroner functions, as well as all law enforcement programs and projects that are reimbursable from other sources.
- C. Direct Cost of a Patrol Post. This is the average projected/budgeted cost of salary and benefits paid to the employee classifications that provide direct support to a patrol post. Direct costs include unemployment insurance, workers compensation,

and liability insurance. Supervision and management of a patrol post includes an allocation of Sheriff Special Duty Deputies (allocated by percent of the Shift-Relief Factor proportional to the number of posts overseen in CITY), Sergeants, Lieutenants, Commanders, a Chief Deputy (allocated by percentage of posts overseen by position), and Administrative Office Professionals, who also provide direct support to Sheriff Deputies. CITY is allocated a single Administrative Office Professional as direct support for CITY's law enforcement services.

This category includes all direct staffing for the Law Enforcement Operations (LEO) function, excluding the Patrol Deputies. Allocations for Patrol Law Enforcement Staff have been set at a constant ratio through the term of the contract. These positions and allocations are shown below:

FY 23/24 LEO Staffing	Solvang FTE
Admin. Office Pro II	1.00
Chief Deputy Sheriff	0.05
Parking Enforcement Officer (Menu Item)	0.00
Sheriff's Commander	0.10
Sheriff's Deputy (Post)	5.50
Sheriff's Deputy (Menu Items)	0.00
Sheriff's Deputy II- Special Duty (including Menu Items)	0.25
Sheriff's Lieutenant	0.17
Sheriff's Sergeant (including Menu Items)	0.67
Contracts Services Bureau	
Sheriff's Lieutenant	0.13
Dept. Bus. Spec. II/FOP Sr	0.20
Subtotal	8.07

- D. Other Staffing Charges. There are three charges related to staffing that change each year and are allocated to patrol operations from outside of the Sheriff's Office: Unemployment Insurance, Worker's Compensation Insurance, and Liability Insurance.

For FY 23/24 these charges are applied to CITY'S law enforcement services contract cost on a per FTE basis determined by dividing the cost of these charges by the total FTE assigned to patrol operations for both sworn and non-sworn personnel.

- E. Direct Services and Supplies and Other Charges. This is the projected budgeted cost for supplies and other charges incurred for direct law enforcement services. This includes equipment maintenance, vehicle fuel, training, motorpool and various other law enforcement expenditures. Direct services and supplies excludes any expenditures for functions, programs and projects that are excluded from the

direct cost of a Sheriff Deputy. The specific allocation metrics for direct services and supplies are delineated in the below Allocation Summary table.

Direct services and supplies and other charges also includes costs associated with Deputy Sheriff Trainees (DST). A DST is defined as a Deputy Sheriff trainee who is presently in the Law Enforcement Academy and who has not yet acquired a Peace Officer Standards and Training (POST) certificate. The cost is calculated using a three-year average of DST hours and salary costs. The total is then allocated to CITY based on CITY's total number of sworn law enforcement positions.

Direct services and supplies and other charges also includes costs associated with Field Training (FTO). FTO is the minimum 16-week training program that is required for any trainee. A trainee is defined as any entry level or lateral bureau deputy newly appointed to the Santa Barbara County Sheriff's Office who has successfully completed the Peace Officer Standards and Training (POST) approved Basic Academy. The cost is calculated using a three-year average of hours spent as a field trainee multiplied by the projected budgeted A-Step hourly rate of a Deputy Sheriff Trainee for the operative fiscal year. The total is then allocated to CITY based on CITY's total number of contracted post(s) as a percentage of the total number of posts county-wide.

Direct services and supplies and other charges also includes an overtime allocation. Overtime is allocated using prior year actual overtime, less any overtime attributed to vacancies. An estimated inflation factor of 3.5% is then added to the total and allocated to CITY using CITY's total number of calls for service as a percentage of the countywide total of calls for service ("CFS").

- F. Cost of Support and Administration (Indirect Cost Rate Proposal, or "ICRP"). The ICRP is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to the Contract Cities excludes any costs that are general overhead costs of operation of COUNTY government.

For FY 23/24 the ICRP rate is 8.75%. The ICRP is applied to all salaries and benefits included in the contract for law enforcement services.

- G. Direct Overhead. Forensics, Criminal Records, Investigations, Property & Evidence, Narcotics, Intelligence, and High Tech Crimes are allocated using CITY's CFS. The total includes both Service & Supplies and Salary & Benefits, however ICRP is only applied to the Salary & Benefit portion of the costs.

- H. Public Safety Dispatch Costs. This is CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. CITY's share of these costs are based on total dispatch cost from prior year, less fire and ambulance services. A 3% inflation factor is then added, as well as ICRP. That total is then allocated using a three-year average of CFS provided to CITY as a percentage of the Sheriff's total law enforcement CFS.

Dispatch costs are spread between COUNTY and CITY based on the three-year average share of CFS. The FY 23/24 share of Dispatch costs are as follows: County (69.78%) and Solvang (3.89%).

- I. Sheriff's Law Enforcement Contract Services Bureau (CSB). This is CITY's proportionate share of the Sheriff's Contract Law Enforcement Bureau costs. CITY's share of these costs include salaries and benefits of the Department Business Specialist and CSB Lieutenant as well as services and supplies. The salary and benefit cost of the Department Business Specialist is divided evenly amongst the Contract Cities and COUNTY, while 50% of the salary and benefits of the CSB Lieutenant is divided evenly among the Contract Cities. CSB services and supplies costs are divided equally among the Contract Cities and COUNTY.

II. Supplemental Law Enforcement Services Costs

Supplemental Law Enforcement Services as defined in Exhibit A, Section III. C. 2 (Menu Items), will be charged based on the average projected budgeted cost of the Sheriff Deputy employee classification, including all direct and indirect costs, for the Supplemental Law Enforcement Services selected. To the extent that CITY seeks to remove a Menu Item existing in the base contract, CITY will be credited on the invoice in an amount equal to the cost of the Menu Item in the cost model for the year in which the Menu Item is removed. This will be calculated based on the base year contract cost plus any previously applied escalator. To the extent that CITY seeks to add additional Menu Item positions, costs will be based on actual costs of the Menu Item positions for the year in which the Menu Item is requested. These Menu Item changes will be reflected in Exhibit E for the year that the change is requested.

COUNTY will separately invoice CITY for any One-Time or Periodic Supplemental Law Enforcement Services, as defined in Exhibit A, Section III. D, for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services, as well as ICRP and Contract Service Bureau fees, as applicable.

As Supplemental Law Enforcement Services are non-relief positions, a relief factor is not applied to these costs.

III. Excluded Costs

As per County of Santa Barbara, Board of Supervisors Resolution 18-173, dated July 3, 2018, attached hereto as Exhibit C-1, law enforcement services made available to all portions of the COUNTY are excluded from the cost model. Additionally, department head costs (Sheriff, Undersheriff, and one Administrative Professional devoted to department head) are excluded from the ICRP.

IV. Credits

For FY 23/24, CITY will receive its proportionate share of credits for Safety Workers Compensation (SWC), Authorized Leave of Absence (ALN), and Medical Leave without pay (MED) for the Sheriff Deputy job class. For SWC this is accomplished by using a three (3) year average of the amount received for SWC for the Sheriff Deputy job class and allocated to the departments by contracted posts. For ALN and MED, the credit takes the average of three (3) years of hours posted by Sheriff Deputy job class and uses the average cost of projected job class to calculate the credit given to CITY. This is also allocated to CITY by contracted posts.

For FY 23/24, CITY will receive a credit for non-paid time off by patrol staff. This includes unpaid medical leave (MED) and administrative leave unpaid (ALN). For FY 23/24, COUNTY calculated this amount as a total of \$19,306 for all of the Contract Cities. The credit is based on the average hours of leave taken over the last three-years times the average cost per hour for the Deputy Sheriff position. The credit for each post is \$2,800.

For FY 23/24 CITY will also receive credits for Safety Workers Compensation (SWC) received by COUNTY. In FY 23/24 there is a total \$151,838 credit that is divided among the 21 posts. This means CITY is allocated 4.76% of this credit for each post contracted.

Given that the parties have agreed to use a cost escalator as described in Exhibit B, Section II, rather than a recalculation of the cost model, the above-referenced credits solely apply to FY 23/24 base year costs and will not be recalculated and applied to any other year of the Agreement.

V. Allocation Summary

The following table delineates each cost category and the metric utilized for calculating that cost.

COST TYPE	METRIC USED FOR CALCULATION
Deputy Sheriff	Lost-time/relief factor calculation- 5.5 FTE per post
Special Duty Deputy Sheriff	% of relief factor proportional to posts overseen
Sergeant	% of posts overseen by position †
Lieutenant	% of posts overseen by position †
Commander	% of posts overseen by position †
Chief	% of posts overseen by position †

AOP	1
Workers Comp/Liability/Unemployment Ins	# of FTE
Contract Services Bureau S&B	Allocated evenly among Contract Cities & County‡
All Direct Overhead	% CFS *
Public Safety Dispatch	% CFS *
Services & Supplies	% CFS *
Contract Services Bureau – S&S	Allocated evenly among Contract Cities & County
Field Training	% of Total Posts
Overtime	% CFS *
Motor Pool	# of Patrol Units
Radios	# of Sworn Positions

*Based on three-year average

†No relief factor added

‡Only 50% of CSB Lieutenant is allocated to the Contract Cities

Exhibit C-1: Excluded Costs
Board of Supervisors Resolution 18-173 dated July 3, 2018

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF DETERMING)
LAW ENFORCEMENT SERVICES MADE) RESOLUTION NO. 18-173
AVAILABLE TO ALL PORTIONS OF THE COUNTY)

WHEREAS, the County of Santa Barbara, through the Sheriff's Office, contracts with the incorporated cities of Goleta, Carpinteria, Solvang and Buellton for law enforcement services pursuant to Government Code Section 51301; and

WHEREAS, the County of Santa Barbara Sheriff's Office identified certain law enforcement services that are made available to all portions of the County regardless of whether a contract for law enforcement services is in place; and

WHEREAS, Government Code Section 51350 requires that a county shall not charge a city contracting for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors.

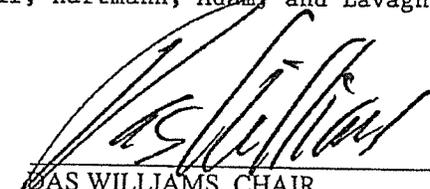
NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara that the following law enforcement services are made available to all portions of the County:

- Coroner
- Search and Rescue
- Mounted Unit
- Boat Patrol
- Aviation support
- Custody Operations
- Underwater Search and Recovery
- Special Weapons and Tactics Teams (SET)
- Human Trafficking Task Force
- Court Civil Services
- Volunteer Program
- Explorer Program
- Project Lifesaver
- Explosive Ordinance and Devices (Bomb Team)
- Hostage Negotiations Team
- Security provided at the request of the Board of Supervisors

ENCL. (4)

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, this
3rd day of July 2018.

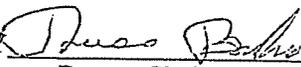
AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino
NOES: None
ABSENT: None



BAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

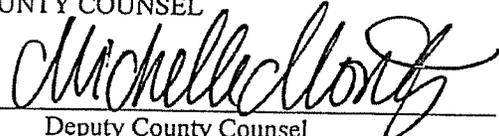
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BY 

Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

BY 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY 

Deputy

Exhibit D: Special Indemnification & Insurance Provisions

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

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, 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 California Government Code Section 895.4, each of the parties hereto shall fully 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 California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct 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.

2. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit E: Cost Computation Fiscal Year 2023-24

**City of Solvang
FY 23/24 Contract Cost
Exhibit E**

Patrol Costs	FTE	Total Contract Cost
<i>Direct Patrol</i>		
Sheriff's Deputy	5.50	\$1,100,162
<i>Patrol Support</i>		
Sheriff's Deputy II- Spcl Duty	0.25	55,264
AOP II	1.00	114,358
Chief Deputy Sheriff	0.05	21,207
Sheriff's Commander	0.10	38,501
Sheriff's Lieutenant	0.17	55,540
Sheriff's Sergeant	0.67	176,500
<i>Menu Item Positions</i>		
N/A	-	-
<i>Contract Services Bureau</i>		
Sheriff's Lieutenant	0.13	40,838
Dept Bus Spec II	0.20	31,450
<i>Other Staffing / Indirect</i>		
Other Staffing Charges (UI, WC, LI)		181,295
Indirect Rate		158,823
Total Patrol Cost		1,973,938
Law Enforcement Support Costs		
Public Safety Dispatch Costs		104,983
<i>Other Direct Charges</i>		
Services & Supplies		46,432
CSB - Services & Supplies		18,440
DST/FTO		83,175
WC Credit		(7,230)
Overtime		34,309
Motor Pool		69,390
Radio/Communications		17,204
<i>Direct Overhead Costs (S&B and S&S)</i>		
Forensics		38,100
Criminal Records		69,000
Investigations		270,900
Property & Evidence		24,300
Narcs		34,300
Intelligence		21,200
High Tech Crimes		21,600
Total Salary		36,900
Total Law Enforcement Support		883,003
Total Contract for FY 23-24		\$2,856,941

Notes:

UI = Unemployment Insurance; WC = Workers Compensation Insurance; LI = Liability Insurance
ICR = Indirect Contract Rate; S&B = Salaries & Benefits; S&S = Services & Supplies