



February 26, 2021

Santa Barbara County Clerk of the Board
Santa Barbara County Administration Building
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sbcob@countyofsb.org

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara, CA 93160
wfb4029@sbsheriff.org

RE: Mayors' Joint Letter to the County of Santa Barbara Board of Supervisors and County Sheriff's Office

Dear Board of Supervisors and Sheriff Brown,

As Mayors for each of the four (4) cities (singularly "City" and collectively "Cities") that contract for law enforcement services through the County of Santa Barbara Sheriff's Office ("Sheriff's Office"), we write to you to collectively express our surprise and deep disappointment with the Sheriff's Office's recent announcement proposing substantial increased costs for law enforcement services. As you are aware, our Cities have been forced to initiate the dispute resolution process included in Section 26 of the Agreements. The Cities initiated this dispute resolution process in response to the Sheriff's Office's January 14, 2021 meeting where the Sheriff presented the final proposed annual cost increase for fiscal year FY 2021-2022.¹ As the entities entrusted by our constituents to responsibly manage and allocate our budgets for the optimal public benefit, we are alarmed by the Sheriff's Office's unexpected, significant, and unsupported proposed cost increases.

The issue of law enforcement budget growth is currently one of great national concern, and we are intimately aware that our constituents are especially attuned to increases in law enforcement costs. For these reasons and for those detailed below, we cannot, at this time, agree to payment of the proposed cost increases. Due to the substantial impact that these unanticipated cost increases will have on our ability to balance our budgets and meet our

¹ The January 14, 2021 presentation was entitled "Cost Allocation/Recovery Analysis".

constituents' needs we request your immediate attention to this important matter. On behalf of our Cities, we request that the Sheriff's Office:

- 1. Recalculate fiscal year ("FY") 2021-2022 charges in a manner consistent with the terms of each Cities' current agreement to provide law enforcement services (the "Agreements").** Each recalculation of FY 2021-2022 charges shall include, but shall not be limited to, the removal of any and all charges associated with, or in any way arising from, charges for hours previously provided to each City beyond that City's contracted for number of hours. For the sake of clarification, the Cities do not agree to increases in the number of contracted for hours for FY 2021-2022, and the Cities do not agree to pay any charges associated with hours provided in previous years beyond the 100% compliance rate.
- 2. Provide the Cities with sufficient information and commensurate time to independently confirm and validate the basis for any and all proposed cost increases.** The Cities are currently in the process of engaging a consultant to evaluate the Sheriff's Office's proposed cost increases. We request that the Sheriff's Office cooperate with and provide the Cities' consultant with any and all information and data necessary to complete this evaluation in a timely manner.
- 3. Initiate and participate in good faith negotiations for the purpose of developing amendments to the Agreements to become effective in FY 2022-2023.**

The Cities' unanimously believe that the proposed cost increases—cumulatively \$5.9 million—over the prior years' contract costs are the result of the Sheriff's Office's use of a new cost allocation methodology that violates the terms and purpose of the Agreements. The Sheriff's Office failed to include the Cities in the development of this new cost calculation methodology and then blind-sided the Cities with proposed cost increases that cannot possibly be accommodated in our upcoming budget cycles. This would be the case in any year but is especially troubling during the ongoing COVID pandemic and resulting extended state of emergency, which has already devastated our Cities' revenues and continues without any certainty of an end in sight.

Moreover, the Cities have reason to believe that, in violation of the Agreements' terms, the Sheriff's Office is attempting to recoup costs for hours for which the Cities have not contracted. For example, the Sheriff's Office attempted to charge the Cities for hours provided in previous years in excess of 100% hourly compliance rates.² In making this request, the Sheriff's Office admitted that such charges would technically require an Agreement amendment. Yet nevertheless, the Sheriff's Office sought to recover these costs and is now attempting to incorporate these excess hours into the Cities' contracts going forward. The Sheriff's Office

² As we made clear in our respective letters initiating the Agreements' dispute resolution process, Exhibit A-1 of the Agreements clearly outlines the parameters for the Sheriff's Office to charge Cities for hours in excess of 100% hourly compliance rates and clarifies that Cities cannot be charged unless hours exceed 112% compliance for more than three consecutive months.

does not have the authority to unilaterally increase the Cities' contracted hours and the attempt to do so only further undermines the Cities' trust in this new cost computation methodology.

As fellow elected officials expected to work cooperatively with various agencies and entities to provide our communities with vital services, we are also disappointed and frustrated that the Sheriff's Office—charged with upholding our rule of law and providing public safety—has failed to satisfy its contractual obligation to collaborate with the Cities to maintain costs and services at a manageable and safe level. The Agreements include numerous provisions designed to maintain transparency, collaboration, and good faith communication between the Sheriff's Office and the Cities. These provisions require adherence to detailed procedures designed to ensure the Cities can predictably forecast cost increases and, based thereon, make timely and responsible budgetary decisions. For example, Section 2A of Exhibit B to the Agreements require the County to provide a recomputed cost estimate to the City no later than November 1 before providing a final proposed cost increase on or before January 15 of the fiscal year. This requirement to provide Cities with an initial cost increase estimate serves the vital purpose of allowing our agencies adequate time to understand and evaluate the proposed increases and to plan for and incorporate any future cost adjustments into our respective budgets. In other words, the Agreements were explicitly designed to guard against the precise position in which the Cities now find themselves.

This failure in transparency and collaboration, which is most dramatically evidenced by the extreme shift from the 5.5% estimated increase presented in November to the twenty seven percent (27%) to forty five percent (45%) final proposed cost increases in January, frustrates the very purpose of the Agreements and highlights the necessity for remedial action and good-faith discussions. Furthermore, the Sheriff's Office's conduct threatens the Cities' ability to provide necessary services and stability to members of our communities.

Due to the Sheriff's Office's delay in providing the Cities the final proposed cost increases the Cities have also not been given an ample opportunity to confirm and validate the new methodology used to reach the proposed cost increases. A thorough investigation of this new cost methodology will require a substantial amount of time, and, for this reason, the Cities respectfully submit that any proposed cost increases for FY 2021-2022 be delayed one year. The Cities will use this time to independently confirm and validate the information provided by the Sheriff's Office regarding the methodology that resulted in this year's dramatic proposed costs increases. This time will also allow all parties the ability to engage in good faith negotiations regarding the adoption of amendments to the Agreements designed to ensure that this situation does not reoccur.

Our Cities are prepared to work in good faith to revive the collaborative and transparent spirit of the Agreements to which the parties committed when negotiating the Agreements. As we have reiterated over the past several weeks, our respective agencies have worked successfully together for many years, and we firmly believe that this shared history will help guide us

through this current challenge. The stakes are too high to not immediately engage in the collaborative and cooperative process necessary to ensure we continue to provide superior public safety to our communities.

Thank you in advance for your immediate attention to this important matter. We look forward to your response and to further discussions.

Sincerely,

CITY OF BUELLTON

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MAYOR OF CITY OF BUELLTON

CITY OF CARPINTERIA

By: Wade Nomura
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