



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Sheriff's Office  
**Department No.:** 32  
**For Agenda Of:** November 7, 2017  
**Placement:** Departmental  
**Estimated Time:** 15 Minutes  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors

**FROM:** Sheriff's Office Bill Brown, Sheriff-Coroner (Ext. 4290)  
Contact Info: Bernard Melekian, Undersheriff (Ext. 4080)

**SUBJECT:** Sheriff's Office Law Enforcement Service Contracts

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

- a. Approve and authorize the Sheriff to renegotiate draft replacement contracts and/or provide notification of termination, if necessary, with respect to existing law enforcement services contracts as listed in Attachment 1; and
- b. Determine that the above actions are not a project pursuant to CEQA Guidelines Section 15378(b)(5), as it is an administrative government activity that will not result in direct or indirect physical changes in the environment.

**Summary Text:** The Sheriff's Office is transitioning to a new cost and service compliance model that is reflective of current standards used by other counties that provide law enforcement services through their Sheriff's Offices. This requires a change in current law enforcement service agreements to provide for standardized language with fair and equitable cost recovery to the County.

Many of the existing Law Enforcement Service agreements require notification of the County's intent to terminate the agreement with lead dates ranging from 30 days to one-year. The Sheriff requests authorization to notify contracted entities, as listed on Attachment 1, of the intent to terminate the existing service agreements and replace them with a current standardized agreement if necessary. It is not the intent of the Sheriff's Office to terminate the services provided to any entity. The termination notification is a formality included in the existing agreements and the notification may be requested by

some of the entities involved. Efficiency would be improved if notice could be made without returning to the Board individually for each agreement that requires updating. The Board will be copied if at any time the Sheriff exercises this authority.

**Background:**

Over the past few decades, a number of entities have turned to the County of Santa Barbara, through the Sheriff's Office, for their law enforcement needs. During that time numerous contracts, memorandums of understanding and similar agreements have been drafted. Many of these agreements and contracts are decades old and have simply been amended, or have automatically renewed, to reflect current cost differences through the years. Additionally, they differ in language and content based on the parties involved in the agreement, including the Board of Supervisors and the elected Sheriffs at the time.

Along with regular law enforcement services that are provided to four cities and other local entities, law enforcement services are provided for numerous special events that occur throughout the year. On average over 50 separate law enforcement service agreements are fulfilled annually. Some of these are single events such as the Santa Barbara Historic Spanish Days, commonly referred to as Fiesta, while others are seasonal or recurring such as patrol of the Los Padres National Forest during the summer months or school sporting events

The Sheriff's Office has determined that there is a need to update all current and future service agreements to reflect current contract language combined with a standardized cost and compliance model that is fair and reflects current profession standards. This ensures all contracting entities are getting the same service for the same cost and the County receives actual cost recovery. This concern was noted by the Auditor Controller and sent via memorandum on April 3 2017 with a suggestion to update the contracts with the four contracted cities (Refer to attachment 2, Contract Cities Memorandum observation and recommendation 1). The Sheriff is working directly with the Auditor Controller to identify these recoverable costs.

Designated Sheriff's Office staff have reviewed billing and service agreements from other law enforcement entities throughout the country and identified a service model that has existed since 1977. This model is used extensively throughout Southern California as well other states and is commonly referred to as the Deputy Sheriff Service Unit. In this model, the contracting entity is not contracting for a given number of personnel but instead is contracting for a specified amount of time they will receive services. The necessary number of personnel are then assigned to maintain the service level requested, ensuring that the specified level of service is maintained regardless of employee absences due to injury, vacation, mandatory training or similar needs. A Deputy Sheriff Service Unit is not just a deputy sheriff, but all of the support personnel and equipment required to meet the service level requested. This includes relief personnel, supervision, management, logistics, clerical, investigative personnel and supplies necessary to provide law enforcement services for the requested period. This provides a complete package and protects the contracting entity and the county from any hidden or unanticipated costs.

This proven approach has required significant changes and updates to current sheriff’s data systems and procedures. The intended result is a service and reporting process that is flexible, accountable and verifiable.

The initial step in accomplishing this goal is notification to existing parties in agreements of the intent to terminate and replace the agreements. The entities listed on Attachment 1 are contracts that are severely outdated, have recurring renewal terms, or have long termination periods. Certain recently approved contracts for law enforcement services, such as those with the Santa Ynez Band of Chumash Indians or the City of Santa Barbara (Old Spanish Days) are not included. The Sheriff requests authorization on behalf of the County to make this notification with notice to the Board. The next step involves returning to the Board with a request to adopt a resolution that determines what Sheriff services are made available to all portions of the County and therefore cannot be charged to cities per Government Code Section 51350. In addition, this step will involve determining, with assistance from the Auditor Controller, costs which are general overhead costs of operation of the county government as described in Government Code Section 51350 and also may not be charged to cities. The Sheriff will request that the Board approve this determination.

The final phase, after all affected parties have had a chance to review and discuss the proposed agreement, the Sheriff will return to the Board with copies of the agreements for Board approval.

The Sheriff’s Office has identified the need for a centralized contract manager and staff to monitor all service agreements and report compliance. This future group will be known as the Contract Law Enforcement Services Unit and will be funded proportionately by the law enforcement agreements being serviced. The services and cost of this unit will be included in future agreements. When the Sheriff returns to the Board with updated agreements for consideration, he will present on the proposed Contract Law Enforcement Services Unit.

**Contract Renewals and Performance Outcomes:**

All current and future law enforcement service agreements are being moved to a centralized location and monitored by temporary staff. The agreements will eventually be transferred to the Contract Law Enforcement Services Unit. This unit will be responsible for ensuring compliance with all service agreements and reporting on the Sheriff’s performance to those entities being served.

**Fiscal and Facilities Impacts:**

Budgeted: Select\_Budgeted **Fiscal Analysis:**

| <b><u>Funding Sources</u></b> | <b><u>Current FY Cost:</u></b> | <b><u>Annualized On-going Cost:</u></b> | <b><u>Total One-Time Project Cost</u></b> |
|-------------------------------|--------------------------------|---|---|
| General Fund                  |                                |   |   |
| State                         |                                |   |   |
| Federal                       |                                |   |   |
| Fees                          |                                |   |   |
| Other:                        |                                |   |   |
| Total                         | \$ -                           | \$ -                                    | \$ -                                      |

Narrative:

There are no fiscal impacts related to this request.

**Key Contract Risks:**

Updating current service agreements with standardized language that reflects current legal language and professional standards will reduce potential risk contained in the outdated agreements.

**Staffing Impacts:**

None

**Legal Positions:**

**FTEs:**

**Special Instructions:**

**Attachments:**

1. List of Sheriff's Office Law Enforcement Service Contracts
2. Contract Cities Memorandum from Auditor Controller to the Undersheriff, dated April 3, 2017
  - a. Note Observation and Recommendation 1

**Authored by:**

Lieutenant Brad McVay (Ret)