

Contract Law Enforcement Bureau



**The ABC of
Contract Law Enforcement**

UNIT COMMANDER'S GUIDE



Los Angeles County
Sheriff's Department

Leroy D. Baca, Sheriff

June 2004

Contract Police Services Since 1954

ABOUT THIS GUIDE

This guide is intended to provide Unit Commanders with a greater awareness and understanding of technical requirements, practical advice regarding their role and responsibilities in contract law enforcement, and a greater sensitivity to community and client issues as well. As such, the information contained in this Guide is not intended to supersede or countermand any current Departmental or Division directives relating to the general topic areas.



This guide contains references and links that will connect you to sites which contain additional information on the subject. These are identified with an “information” icon.

For additional information regarding Contract Law Enforcement Bureau issues, please call us or visit the Contract Law Enforcement Bureau Intranet site.

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This section provides information regarding the Department's Contract Law Enforcement Program, County government, contract rate information, and information relating to the Unit Commander's role in the Contract Law Enforcement Program.



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This section provides an overview of municipal government operations, funding, and relationships.



THE "HOW TO" OF CONTRACTS

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This section provides practical and specific 'how to' information regarding various contract law enforcement policies and procedures.



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This page provides link access to various supporting documents.



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ERAF (Educational Revenue Augmentation Fund) Fact Sheet

A Conversation with Sam Olivito (Executive Director CCCA)

VLF (Vehicle License Fee) Primer

Historical Listing of Contract Rates

The Contract City Model: Right for California



**THE CONTRACT LAW ENFORCEMENT
PROGRAM**

CONTRACT LAW ENFORCEMENT MISSION

The Los Angeles County Sheriff's Department's Contract Law Enforcement Mission is to provide quality, efficient and cost-effective law enforcement services that are responsive to the needs of our individual customers.

HISTORY OF LOS ANGELES COUNTY

When Spanish occupation of California began in 1769, an exploratory expedition of more than 60 persons led by Gaspar de Portola moved north through an area now known as Los Angeles. They camped by a river where fertile soil and availability of water for irrigation impressed members of the party. Father Juan Crespi, who accompanied the group, saw the location as having all the requirements for a large settlement. He named the river El Rio de Nuestra Senora la Reina de Los Angeles de Porciuncula, which means “The River of Our Lady the Queen of the Angels of Porciuncula.”

In September 1771 Father Junipero Serra and a group of Spaniards founded the San Gabriel Mission as the center of the first “community” in an area inhabited by small bands of Gabrielino Indians.

Twelve years after Portula’s trek, which began in San Diego and ended in Monterey, a company of settlers called “Los Pobladores” were recruited in the states of Sonora and Sinaloa in Mexico. Their mission, under authority of Governor Felipe de Neve, was to establish pueblos in the name of the king of Spain.

On September 4, 1781, the Pobladores, a group of 12 families – 46 men, women and children led by Captain Rivera y Moncada – established a community in the area discovered by Portola, and named it El Pueblo de Nuestra Senora la Reina de Los Angeles de Porciuncula, after the nearby river. Over time, the area became known as the Ciudad de Los Angeles, “City of Angels,” and on April 4, 1850 became the City of Los Angeles.

California was ruled by Spain until 1822 when Mexico assumed jurisdiction. After a two-year period of hostilities with Mexico beginning in 1846, the area came under U.S. control. In 1848 the Treaty of Guadalupe Hidalgo made California a United States territory.

The County of Los Angeles was established on February 18, 1850 as one of the 27 original counties, several months before California was admitted to the Union. It derived its name from the area known as Los Angeles, already a large community, and made it the designated “seat” of County government. On April 1, 1850 the people of Los Angeles County asserted their newly won right of self-government and elected a three-man Court of Sessions as their first governing body. A total of 377

votes were cast in this election. In 1852 the Legislature dissolved the Court of Sessions and created a five-member Board of Supervisors.

Originally the County occupied a comparatively small area along the coast between Santa Barbara and San Diego, but within a year its boundaries were enlarged from 4,340 square miles to 34,520 square miles, an area sprawling west to the Colorado River. During subsequent years, Los Angeles County slowly ebbed to its present size, the last major detachment occurring in 1889 with the creation of Orange County.

COUNTY OF LOS ANGELES GOVERNMENT

Los Angeles County remains one of the nation's largest counties with 4,081 square miles, an area some 800 square miles larger than the combined area of the states of Delaware and Rhode Island. Los Angeles County includes the islands of San Clemente and Santa Catalina. Orange and San Bernardino Counties border it on the east, with Kern County to the north, Ventura County to the west, and the Pacific Ocean to the south. Its coastline is 81 miles long. It has the largest population (9,824,800 as of January 1, 2002) of any county in the nation, and is exceeded by only eight states. Approximately 29 percent of California's residents live in Los Angeles County.

The Board of Supervisors, created by the state Legislature in 1852, is the governing body. Five supervisors are elected to four-year terms by voters within their respective districts. The Board has executive, legislative and quasi-judicial roles. It appoints all department heads other than the assessor, district attorney and sheriff, which are elective positions.

As a subdivision of the state, the County is charged with providing numerous services that affect the lives of all residents. Traditional mandatory services include law enforcement, property assessment, tax collection, public health protection, public social services and relief to indigents. Among the specialized services are flood control, water conservation, parks and recreation, and many diversified cultural activities.

There are 88 cities within the County, each with its own city council. All of the cities, in varying degrees, contract with the County to provide municipal services. Almost half of those cities contract with the Sheriff's Department for all of their municipal policing services.

More than 65 percent of the County is unincorporated. For the 1 million people living in those areas, the Board of Supervisors is their "city council" and County departments provide the municipal services.

The County's adopted budget is approximately \$16.4 billion. Thirty percent of the revenue comes from the state, 28% from the federal government, 14% from property taxes, and 28% from other sources. The largest percentage (28%) of the budget goes to pay for social services, while 21% is spent on public protection and 24% on health services.

The County, with 93,439.3 budgeted employees, is the largest employer in the five-county region. Of these, 26,684 of the positions are in law and justice; 26,531.2 are in health services; and 20,807.5 are in social services.

Official Seal of the County of Los Angeles



The Goddess Pomona – the goddess of gardens and fruit trees – is holding in her arms a sheaf of grain, an orange, a lemon, an avocado and a few grapes to represent Los Angeles County’s agriculture. She stands on the shore of the Pacific Ocean with the San Gabriel Mountains in the background. The engineering instruments – the triangle and the caliper – relate to the industrial construction complex of the County of Los Angeles’ vital contribution to the conquest of space. The Spanish galleon is the San Salvador, which Cabrillo sailed into San Pedro Harbor on October 8, 1542. The tuna represents the fishing industry of Los Angeles County, and the championship cow, Pearlette, represents the dairy industry. The cross represents the influence of the church and the missions of California. Oil derricks are symbolic of the oil fields that were discovered on Signal Hill. The words “County of Los Angeles” surround the seal.

Official Flag of the County of Los Angeles

The official flag of the County of Los Angeles is blue, green and gold.



The blue signifies clear skies. The green border is to keep Los Angeles beautiful and the gold lettering “County of Los Angeles” stands for the land of opportunity for everyone since gold was discovered in California. The seal is the official seal of the County of Los Angeles.

The flag was approved on October 17, 1967 by the Board of Supervisors and flew for the first time in front of the County Courthouse on March 28, 1968. Former Supervisor Kenneth Hahn designed the flag. Alan Ferber, chief of the County’s graphics arts section, drew it.



The following related links are available in the “Attachments” section:

Supervisory District Maps, Cities and Communities

- First Supervisory District
- Second Supervisory District
- Third Supervisory District
- Fourth Supervisory District
- Fifth Supervisory District

Supervisory Districts listed by:

- Unincorporated Areas within the County of Los Angeles
- The 88 Cities in the County of Los Angeles
- Communities within the City of Los Angeles

Miscellaneous County Information:

- County of Los Angeles Organizational Chart
- Official Flag of Los Angeles County
- Official Seal of Los Angeles County

STATISTICAL DATA – LOS ANGELES COUNTY

GEOGRAPHY	
Land Area	4,081.58 square miles
Unincorporated Area	2,653.5 square miles
Flat Land	1,741 square miles
Mountains	1,875 square miles
Hilly Land	246 square miles
Islands	131 square miles
Mountain Valleys	59 square miles
Marsh Land	28 square miles
POPULATION (01/01/2001)	
Total in Los Angeles County	9,824,800
Largest City (Los Angeles)	3,807,400
Smallest City (Vernon)	95
Living Within Cities	8,796,100
Living in Unincorporated Areas	1,028,700
ETHNIC MAKEUP	
Hispanic	44.6%
White	31.1%
Asian	12.3%
Black	9.7%
American Indian	.5%
Pacific Islander	.3%

EARLY HISTORY OF THE SHERIFF'S DEPARTMENT

The year is 1849. "There's gold in California!" is the cry heard around the world. Almost overnight crowds flocked to Los Angeles believing gold was waiting to be discovered by men willing to work hard and sacrifice.



One of the first consequences of the unprecedented immigration rush from all parts of the world into this part of the country was to render law and order virtually extinct. Enthusiastic men left their responsibilities at home with their families and came to California expecting to go into the gold fields, pick up a fortune and return home. This air of adventure and uncertainty made conditions so chaotic that lawlessness was the rule, rather than the exception, in a new land that was without established government. Lynch law prevailed. Escaped criminals, fugitives from justice and ruffians of every sort congregated in Los Angeles County, which was the natural rendezvous point for a large part of this diversified criminal element.



In 1850 the Los Angeles County Sheriff's Department was formed, with George Burrill becoming the first Sheriff. The Sheriff's Department at that time consisted of Sheriff Burrill and two deputies. Two years later, the Los Angeles Rangers were organized. The Rangers were a posse of a hundred men, ready to ride on a moment's notice. Taking orders from the Sheriff, they were perhaps one of the most colorful law enforcement bodies to be organized in California. Combining both Mexican and American influences, the uniformed and mounted Rangers were considered a step toward improving matters in the area.

The culmination of the Lynch Law period occurred quickly and unexpectedly, bringing with it the realization that law and order must prevail. On Monday, October 25, 1871 a tong war among local Chinese resulted in the arrest of one of their leaders. In a struggle with his captor, he killed a Deputy. Immediately, a riot broke out and a massacre of Chinese people began. Sheriff James F. Burns addressed the crowd, commanded the peace and called upon all good law abiding

citizens to quell the hanging and shooting. Sheriff Burns formed a posse of 25 Deputies and regained order. Sheriff Burns obtained 150 warrants against known mob members and one by one arrested them. The word was out. Los Angeles was no longer a privileged sanctuary. The Sheriff had shown that law and order would prevail.

HISTORY OF CONTRACT LAW ENFORCEMENT

The post-World War II years marked the beginning of the aerospace industry and placed a huge housing burden on the County of Los Angeles. With large numbers of former servicemen settling in the California area, the local aerospace and defense industry was booming and hundreds of new residents were streaming into the county each day.

In 1949, developers Louis Boyar, Mark Taper and Ben Weingart purchased 3,375 acres of farmland in Southeast Los Angeles County. Over the next five years, they frantically laid out 133 miles of streets and erected 17,500 homes in assembly-line fashion. *Time Magazine* called this new community the largest housing development in the world. As each subdivision opened, people lined up to buy the \$7,500 to \$9,500 homes.

In 1951, the developers also built the massive Lakewood Center Mall. The mall offered parking for 10,000 cars, making it the largest shopping center in the United States at the time.

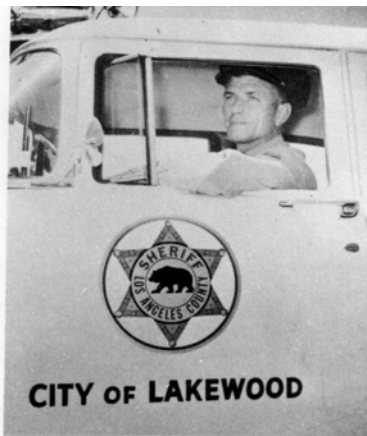
Time magazine reported on the rush to Lakewood in 1951. "On what was once a sugar beet field 10 miles southeast of Los Angeles, 30,000 people stampeded one day last week. They were there for the sale of houses in Lakewood Park, the biggest U.S. housing project." The builders of Lakewood Park had a dream of their own – a fully planned community built around an immense regional shopping center.

As an unincorporated area of the county, the new community of Lakewood was governed by the five-member County Board of Supervisors in downtown Los Angeles. Lakewood lacked local government. Then, as Lakewood residents considered their first steps toward independence, Long Beach city officials made plans to annex the entire Lakewood area.

Long Beach annexation plans were stopped, but a growing number of residents were convinced that Lakewood should incorporate as a city. The Lakewood Civic Council organized 600 neighborhood volunteers to collect signatures on the incorporation petition. In only ten days, incorporation advocates collected twice as many signatures as needed to call for a vote by residents.

The “Lakewood Plan” Is Born

Faced with burdensome capital expenditures and commensurate public indebtedness needed to finance its own police department, Lakewood looked for an alternative method to providing municipal law enforcement services at a reduced cost. Attorney John Todd suggested that Lakewood contract with Los Angeles County for the services the city already received as an unincorporated community. Contracting for services would avoid the high cost of starting from scratch and keep both taxes and city expenses low. Known as the "Lakewood Plan", it proposed to save money and expedite the city-formation process by contracting with the county for essential city services such as police and fire protection and street maintenance.



On March 9, 1954, nearly 12,400 voters approved cityhood by a 2,600-vote margin. The vote became official in April, making Lakewood the first city in California to incorporate since 1939. The new City of Lakewood and Los Angeles County Sheriff's Department Executives adopted the Lakewood Plan for the new city government. Lakewood became the first city in the nation to become a "contract city," a model for incorporation that has been adopted by 25% of California's cities and dozens more throughout the nation. The concept of contracting has proven so successful that as of September 2000, forty-one (41) of the eighty-eight (88) cities in Los Angeles County contract with the Sheriff's Department for complete law enforcement services. Since 1954, all but one of the cities incorporated in Los Angeles County have adopted the Lakewood Plan.

During the intervening years, the contract system has undergone many changes. Initially a city only paid the County the amount of its fines and forfeitures for the services rendered. As the program progressed and more cities entered the system, it became necessary to develop a means of costing that would more accurately reimburse the County for the services provided to the cities. In fiscal year 1957-58, the fines and forfeitures system was abandoned and the cost of a 280 hour (2-1-2 around-the-clock) general law unit was established at \$74,005. This rate continued until fiscal year 1961-62 when it was increased to \$93,903. Since that time, the rate has been adjusted annually.

The rates and the method by which rates are determined were impacted initially by a grand jury report in 1964. In 1971 the Booz, Allen and Hamilton Report again

impacted rate determination. The result was an increase of over 65%. Later legislation, Government Code 51350 (the Gonsalves Bill), further refined the method of determining rates and codified what charges could be included as overhead.

From 1960 to 2003, six cities--Signal Hill, Irwindale, Bell Gardens, Cudahy, Hawaiian Gardens and Santa Fe Springs--dropped out of our contract system. Cudahy contracted with the City of Bell and Santa Fe Springs contracted with Whittier for its law enforcement services and the others established their own police departments. Hawaiian Gardens formed its own police department in February 1995, only to disband it and again contract with the Sheriff's Department in September of 1997. In December 1989, Cudahy terminated their contract with Bell Police Department and resumed contracting for law enforcement services with the Sheriff's Department until 2003 when they again terminated their contract with the Sheriff's Department to contract with the Maywood Police Department.

The growth of the Contract Law Enforcement Program has provided benefits to both the Sheriff's Department and the County as a whole. Primarily, the opportunity to construct new Sheriff's Stations in strategic locations throughout the County has resulted in greater visibility and faster response times to the unincorporated areas. In addition, the Contract Law Enforcement Program also allows the Sheriff to increase personnel and other resources without impacting the County budget, further enhancing the Sheriff's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. Expanded partnerships, greater responsiveness, and increased regional focus on reducing crime have all resulted from serving contract cities within the County.

Mergers and Non-Municipal Policing Contracts

Over the course of recent years, numerous municipalities and public organizations have elected to disband their police departments, through a merger, and contract with the Sheriff's Department for law enforcement services. Additionally, several organizations have elected to contract with the Sheriff's Department for law enforcement services.

- **May 1977:** the City of Lynwood Police Department disbanded its police department, and contracted with the Sheriff's Department, merging 51 sworn and 16 civilians into the Sheriff's Department.

- **September 1990:** the Southern California Rapid Transit District contracted with the Sheriff's Department for law enforcement services for the new light rail Metro Blue Line.
- **November of 1990 through June of 1993:** the City of Long Beach contracted with the Sheriff's Department for law enforcement services in the 5th, 8th and 9th Council Districts as a result of persistent staffing shortages within the Long Beach Police Department.
- **October 1992:** the Southern California Regional Rail Authority (Metrolink) contracted with the Sheriff's Department to provide contract law enforcement services for its new six-county heavy rail commuter system.
- **July 1994:** as part of a cost-cutting effort, the Los Angeles County Board of Supervisors ordered the merger of the 800 member Marshal's Department into the Sheriff's Department, with the Sheriff's Department assuming responsibility for court security in both the Superior and Municipal Courts throughout Los Angeles County.
- **July 1997:** the Los Angeles County Metropolitan Transportation Authority (MTA) disbanded and merged the MTA Police Department into the Los Angeles County Sheriff's Department and the Los Angeles Police Department as part of a transit policing partnership, with 116 sworn personnel becoming members of the Sheriff's Department.
- **September 1997:** the City of Hawaiian Gardens disbanded its police department and again contracted with the Sheriff's Department, merging 3 sworn and 3 civilian members into the Sheriff's Department. (The city had terminated its previous contract with the Sheriff's Department to form its own police department two years prior).
- **September 2000:** the City of Compton disbanded its police department and contracted with the Sheriff's Department, merging 100 sworn and 45 civilian police employees with the Sheriff's Department.
- **September 2001:** the Los Angeles Community College District, the largest community college district in the nation, disbanded its police department and contracted with the Sheriff's Department for police and security services on its nine campuses, merging 75 former District police officers with the Sheriff's Department.

- **May 2003:** the Los Angeles County Metropolitan Transportation Authority awards the entire MTA contract to the Sheriff's Department, resulting in the addition of approximately 250 sworn and civilian Sheriff staff, making the Transit Services Bureau the second largest transit policing agency in the nation.

WHAT ARE THE BENEFITS OF CONTRACTING?

One of the most common questions asked by city officials when considering the contract law enforcement option is, “What are the benefits?” The answer, in short, is *efficient service with significant savings* while retaining *local control*.

Many cities in Los Angeles County have adopted a contract-based approach to providing city services. Instead of forming their own police or fire departments they contract with the County of Los Angeles for those services. This approach, often called the “Lakewood Plan” after the first city to adopt it, has resulted in Los Angeles County serving as a major provider of municipal services.

The following information describes just some of the benefits of contracting for law enforcement services, and is derived from independent studies, audits and investigations, as well as the observations of contract service recipients.

INDEPENDENT AUDITS AND REPORTS

LOS ANGELES COUNTY GRAND JURY REPORT

For a report to the 1983-84 Los Angeles County Grand Jury, entitled “Options for Financing Municipal Governments: A Comparative Study of 23 Cities in Los Angeles County”, the Harvey M. Rose Accountancy Corporation of San Francisco conducted a comparative study of 23 cities, examining both discretionary and non-discretionary revenues in the post-Proposition 13 era. In their final audit report, the auditors wrote:

“We have reviewed the contracting option for the cities in our sample by focusing on law enforcement. Law enforcement is generally the single largest city operation involving the expenditure of discretionary revenues. Of the cities in our sample, seven cities contract with the county for law enforcement. Data from these cities indicate that contract law enforcement can be provided at less cost with a maintenance of quality and little or no loss of local control...the savings result largely from efficiencies available due to economies of scale and the ability to draw on specialized resources from surrounding areas rather than providing all services locally.”

PUBLIC POLICY INSTITUTE OF CALIFORNIA

In January 2000, the San Francisco based *Public Policy Institute of California* (PPIC), a private, nonprofit organization dedicated to public policy in California through independent, objective, nonpartisan research, issued a report entitled Risky Business: Providing Local Public Services in Los Angeles County. Part of the purpose for this report was to evaluate the county's role as a municipal service provider. PPIC's analysis determined that:

"...the 'contract city' is an efficient means of providing municipal services at both the county and city level, and offers one model for local governments working closely together to provide local services."

"...at both the county and contract city level, those we interviewed resoundingly felt that the contract city model resulted in the most efficient allocation of services and was a positive relationship for both sides."

CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING

A research study* conducted for the California Commission on Peace Officer Standards and Training, entitled *Year 2000 - California City Police Departments: A Dying Tradition...?*, states "...without exception, the city managers felt their contract law enforcement program was a cost effective, responsive, and viable form of policing...When the city managers that subscribed to contract law enforcement were asked about the loss of control issue, it was learned that not only did they have the same level of control as when they had a Chief of Police, but there were several more indirect benefits associated with a contract law enforcement program. Those benefits include, but are not limited to: not having to recruit, train, or discipline police officers, nor do they have to negotiate pay and benefits contracts."

* *Year 2000 - California City Police Departments: A Dying Tradition...?* by Thomas G. Wickum, Command College II, Peace Officer Standards and Training, Sacramento, California, January 1986. Publication #2-0032

ORANGE COUNTY REGISTER

The Orange County Register ran a series of periodic reports on how local governments spend tax dollars. One of those reports, published on Sunday, November 4, 1999, entitled "What cops cost: Some cities provide police services by contracting out. Are they getting their money's worth?" examined the use of contract municipal police services through the county sheriff. Although this report

focused on a comparison of the Orange County Sheriff's Department with that county's independent police agencies, the issues and benefits prove to be the same. The article states:

“As an analysis of budget numbers makes clear, cities that contract with the sheriff's department generally pay less to police their communities than cities that run their own departments.”

“Another advantage: City councils and mayors no longer have to deal with police unions and contentious police-related political issues...passing the buck to the county frees up time for cities to deal with more fundamental governance issues, and it keeps the local cops from becoming too much of a political player.”

“Although a per-capita measure is not the be-all and end-all, it is a good starting point when comparing cities of different sizes...But even when comparisons are between similar size cities, the cost differences are significant...But, cost-wise, the proof is in the per-capita pudding...The sheriff's department still provides a lower cost for the most basic of economic reasons, economies of scale.”

“...the advantages and disadvantages of contracting police services with the sheriff's department should be discussed...those that are willing to consider a switch might find themselves with more cops on the street – and more money that can be spent on other priorities.”

SERVICE RECIPIENT REPORTS AND COMMENTS

CALIFORNIA CONTRACT CITIES

In May of 2000, members of the California Contract Cities Association prepared a document entitled “The Contract City Model: Right for California” in response to a report issued by the California State Controller's Office regarding revenue allocation. This document provides information which shows that the contract city model is a cost effective, efficient, and successful form of municipal government.

“It has long been a maxim in local government that contracting for law enforcement or fire service from the county provides a more cost effective method of meeting the needs of the public. In many cases, this also provides a higher level of service. For this reason, almost every new city created in the State of California in the past 50 years has been a contract city, taking

advantage of the vast and huge resources of a county sheriff's department...and tailoring those resources to meet the needs of each individual city or community."

"The contract city model offers tremendous flexibility in meeting the changing needs of a community. This model also provides the best method of responding to difficult times such as economic downturns. A contract city is able to meet changes in service demands quickly and efficiently...This flexibility makes contract cities much more cost effective and responsive to resident's needs."

"Law enforcement is usually every city's top priority and is the most costly municipal service. Contracting for law enforcement with regional agencies like the Los Angeles County Sheriff's Department is extremely cost effective and offers cities a wide array of crime fighting tools." "By contracting, small cities...are able to tap into...existing and vast resources without busting their budgets. A recent study...showed that the per capita cost of law enforcement services is significantly lower with contract cities compared to independent cities."

"By being innovative and accommodating, the L.A. County Sheriff's Department has made it possible for many cities to have the best of both worlds—a first rate and cost effective police force that's also highly accessible and accountable to residents."

CITY MANAGER

A former city manager (now retired) in a Los Angeles County contract city, with more than 27 years experience, has worked for cities which had their own police departments and for cities which contracted for law enforcement services. Here are some of his views regarding contract law enforcement services.

"Contracting is more economical. I have personally studied the total cost of providing a specific level of service both in-house and on a contract basis and have found it to be less expensive...Contracting provides a wider range of specialty services which are usually out of the reach of most police agencies because of their limited size and resources."

"Contract personnel, especially those of the Los Angeles County Sheriff, are normally better qualified and better trained...Cities save a lot of money not having to deal at all with personnel issues...No labor negotiations...No dealing

with problem employees and potential litigation in this area...No grievances to deal with. In short, there are significant cost savings to the administrative and financial management apparatus of the organization..."

"There is greater flexibility with contracting. Contract cities can secure a part of a unit or a part of a person. When special needs arise, they can be addressed quickly by having added personnel assigned on a temporary basis. Service levels are more easily managed. If you have to cut back because of a budget crunch, it is easier. If you want to expand services, it is easier."

SUMMARY

It is apparent that certain significant benefits regarding contract law enforcement are commonly mentioned throughout these various reports.

Contract law enforcement provides efficient service: *"...an efficient means...most efficient allocation...flexibility...wider range of specialty services...specialized resources...greater flexibility...maintenance of quality...a first rate police force...no police unions...no personnel issues...no labor negotiations...no contentious police-related political issues..."*

Contract law enforcement is cost effective: *"...less cost...pay less...lower cost...cost effective...cost differences are significant...cost of law enforcement services is significantly lower...economical...less expensive...significant cost savings...economies of scale..."*

Contract law enforcement provides local control: *"...local control...responsive to resident's needs...highly accessible and accountable to residents...a positive relationship..."*

This is partly why so many cities within Los Angeles County contract with the Los Angeles County Sheriff's Department for municipal police services.

WHAT IS THE “COST MODEL”?

The Cost Model is the financial report that defines and determines unit costs for law enforcement services provided by the Sheriff to contract cities. It is prepared and updated annually by the Los Angeles County Auditor-Controller, working with the Contract Law Enforcement Bureau. The annual update reflects changes in the Sheriff's costs for such items as salaries, wages and benefits, support costs and fleet operation costs, etc. Unit costs are then developed for deputy sheriff service units.

The Contract Law Enforcement Program began in 1954 with a simple arrangement for payment, wherein cities merely traded their annual fines and forfeitures for general law and traffic services. In the late 1960's, the Board of Supervisors developed a more comprehensive cost accounting method for recovery of the contract city service charges. The model was amended by the Board in 1973, 1974 and 1982 due to legislative or negotiated changes.

Contract rates are determined annually by the Los Angeles County Auditor-Controller. Rates are governed by several significant actions. In 1964, the Grand Jury examined the way the county costed its services. An independent accounting firm was hired and developed a “full costing” method wherein every department, facility and activity of county government had to be factored in the cost of every contract service. The Board of Supervisors adopted their recommendations. In 1971 the “California Contract Cities Association” hired their own independent accounting firm to determine the most equitable way of charging services. Their objectives were: 1) to delineate the statutory responsibilities of Sheriff in California, 2) to identify functions performed in the discharge of those responsibilities and other functions required to be performed by the Sheriff, 3) to determine the cost elements which make up the actual costs of performing each of those functions, and 4) to establish a standard formula to be used in charging for non-statutory law enforcement services performed under contract. To further clarify both of these independent recommendations, the contract cities passed legislation (51350 Government Code) in 1973 that restricted what county costs can and can't be passed on to our contract cities.

Cost Model Explained

The framework for the Law Enforcement Contractual Cost model has been in place since the mid-1970's. The actual calculation methodology for determining the

Contract City law enforcement billing rates follows this framework, and the rates are adjusted annually for changes in salaries and employee benefits and occasional changes in the Sheriff's organization.

The contract city billing rate calculations center on the direct and support costs of operating Sheriff stations, reduced for costs which cannot legally be billed to contract cities (termed Gonsalves exclusions and Administrative Support costs excluded by Board policy adopted in 1973). The costs of operating all stations are then divided by the number of patrol deputies assigned to the stations to arrive at the annual "cost per deputy" that is the basis for charging contract cities. The Auditor, in cooperation with the Sheriff, calculates the billing rates annually.

A more detailed discussion of the steps in the annual "cost per Deputy" calculation follows:

1. Using the Sheriff's organizational structure, the salary costs of each organizational unit (Personnel, Fiscal Administration, Norwalk Station, etc.) are determined. Estimated salaries, adjusted for anticipated salary increases, and weighted for applicable bonuses are multiplied by the anticipated staffing to calculate the salary cost of each organizational unit.
2. The Sheriff's station salary costs are combined into a "Consolidated Stations" cost pool and other station-related costs are allocated to the pool. These costs include employee benefits, overtime, services and supplies, and station support. Station support includes Investigators, Watch Deputies, Field/Traffic Sergeants, Operations Lieutenants, Captains and clerical support positions. These costs are allocated using percent of salary calculations or cost per position.
3. The total Administrative Support costs to be allocated to the Consolidated Stations cost pool are then tabulated. These costs include sworn and non-sworn salaries, employee benefits, overtime, and services and supplies. Some of the Administrative Support units are Personnel, Fiscal Services, Risk Management, and Data Systems. Any Administrative Support units that are legally or by Board policy excluded from being billed to a Contract City are deducted. These excluded units include the Office of the Sheriff, Homicide Bureau, Custody Division, etc. The total allowable Administrative Support costs is then allocated to the Consolidated Stations.
4. The total cost of operating the Consolidated Stations, determined above, is divided by the total number of patrol deputies resulting in the annual "cost

per deputy”. This annual cost is used to calculate various configurations of patrol deputies and a Contract Cities Liability Insurance Cost factor is added to the final Contract City billing rate.

The above described Consolidated Stations cost pool methodology ensures that the various direct and indirect costs for operating a Sheriff station including staff, services and supplies, and centrally budgeted Administrative Support costs are allocated to Sheriff stations in a uniform and equitable manner under current legal and Board billing policy guidelines.

Key Cost Model Terms

Cost Model: An accounting method recommended by a consultant and adopted by the Board of Supervisors.

Direct Cost: Generally the costs of salaries, employee benefits, supplies, overtime, equipment, maintenance and operations related to the direct provision of service.

Indirect Cost: Generally the cost of supervision, management, oversight, direction, and other support activities which occur at Stations, Headquarters, Support units, and other County Department offices, as allowable by the Government Code.

General County Overhead: The overhead costs that the Auditor attributes to other County departments for allowing the Sheriff to contract., such as the Department of Personnel, Internal Services Department, Auditor-Controller, etc.

Department Support Costs: Costs for internal support units (such as Commercial Crimes Bureau, Risk Management Bureau, Personnel Administration, Data Systems Bureau, etc.) are proportionally distributed to the contract cities.

Direct Station Overhead: Direct station overhead includes those positions and expenditures assigned to patrol stations as they directly support the patrol function. Included in those direct station overheads are the station commander, lieutenants, sergeants, watch deputies, detectives, dispatch personnel, clerical and secretarial staff, and station services and supplies.

Booz, Allen and Hamilton: The accounting firm that recommended the current cost model to the Board of Supervisors in 1971, based on a grant funded study requested by the California Contract Cities Association and Los Angeles County.

The Booz, Allen and Hamilton study identified a service classification method that must be used to separate the countywide, municipal-type, and internal costs that exist in the Sheriff's Department budget. The study demonstrated a range of five levels of indirect cost recovery that Los Angeles County could select to use for calculating contract city service fees. The County Board of Supervisors selected the mid-range level, which was later downgraded to the lower ranges after the Gonzalves Law was passed in 1973.

The Booz, Allen and Hamilton report recommended the following:

- Delineate statutory responsibility of the Sheriff
- Identify functions required to be performed by the Sheriff
- Determine actual expenses
- Establish formula to charge for non-statutory contract services

Gonzalves Law: Section 51350 of the California Government Code, enacted in 1973, defines the extent and nature of indirect costs that counties may charge to contracting cities. Generally, the charges must have a proportionate relationship to the impact that a contracting city has on the service provider.

Section 51350 of the California Government Code states:

A county which provides services through its appropriate departments, boards, commissions, officers or employees, to any city pursuant to contract or as authorized by law, shall charge the city all those costs which are incurred in providing the services so contracted or authorized. 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, or which are general overhead costs of operation of the county government. General overhead costs, for the purpose of this section, are those costs that a county would incur regardless of whether or not it provided a service under contract to a city. Any determination of general overhead costs shall be subject to court review as to the reasonableness of such determination.

County-wide Services: County-wide services are those services which are provided by the Sheriff's Department to all law enforcement agencies at no additional cost.

Historically, as more and more cities incorporated, the smaller municipal police agencies have been unable to afford the substantial investment in personnel and

equipment necessary to replicate all of the specialized functions and capabilities of the Sheriff's Department. Consequently, over the years, the Board of Supervisors has determined that many specialized investigative functions would be provided, on a countywide basis at no-charge, to all contract and independent cities upon request.

The Booz, Allen and Hamilton study of 1970-71, entitled "Determination of Law Enforcement Costs," was adopted by the Board of Supervisors on March 31, 1971, as amended by Board action that date. This study enumerated, clarified and set Board policy for Sheriff's Department services, including countywide services. Subsequent reports and actions have been taken by the Board of Supervisors concerning the further clarification of Sheriff's Department services on the following dates: May 21, 1973, November 14, 1973, June 10, 1974, and January 31, 1979.

The following units are examples of countywide services: Special Enforcement Bureau, Emergency Services Detail, Safe Streets Bureau (Gang Enforcement Teams), Homicide Bureau, Narcotics Bureau, Arson/Explosives Detail, Hazardous Materials, Organized Crime Investigations, Scientific Services Bureau (Crime Lab), Emergency Operations Bureau (EOC, interagency coordination, county-wide disaster coordination, civil defense), Custody and Correctional services, Training Bureau (recruit training), and Executive offices/Division Administration

"Single Price" Service Units: As law enforcement became more complex and diverse as well as increasingly costly, the Department developed specialized service units to provide lower cost service units for personnel not assigned to general law enforcement duties. Those positions would cost less than others since the functions were more independent and required less supervision and support services than a general law unit. Unfortunately, much of the flexibility in the deployment of services was lost due to the various service categories, variable prices and required billing changes. For example, general law cars were more expensive than traffic enforcement cars, which were more expensive than special assignment deputies. This restricted the ability of station commanders and city staff to redirect law enforcement services without impacting the cost to the concerned city.

Also, to capitalize on the less costly functions, stations and cities began utilizing the Special Assignment Officer position to perform the more costly general law or traffic duties, thereby creating a situation where the County would be subsidizing law enforcement services within the contract city.

Effective July 1, 1998, the Sheriff's Department implemented a new contract pricing system commonly referred to as the "Single Price" Service Unit rate. This new pricing system replaced the old method where the price rate depended on the duties performed, thereby simplifying the billing process and allowing the Unit Commander and contract city greater flexibility in the use of resources.

The "Single Price" Rate and Billing Method utilizes the "average" cost of a deputy sheriff, no matter the function performed, thereby eliminating the financial impact and need for billing changes whenever a deputy sheriff's services are redirected to a different function. Consequently, the Single-Price Rate and Billing Method restored the flexibility required to effectively manage the Contract Law Enforcement Program in the era of community policing, while maintaining comprehensive cost accounting practices and reducing the need for billing changes.



Reference:

- Contract Law Training Bulletin #3 for an itemized breakdown of the components within each of these categories

The following related link is available in the "Attachments" section:

- Historical listing of contract rates

GROUP BILLING RATES

Contract law enforcement rates are established by the Los Angeles County Auditor-Controller's Office and used by the Sheriff's Department to bill for law enforcement services. These rates are developed annually and are considered "full cost recovery" rates.

Due to the many and varied entities billed by the County, four billing groups are utilized. Each group has differing funding mechanisms that require different methodologies for determining the appropriate billing rates. The group rates consist of various Countywide, departmental, and divisional indirect cost elements depending on who is being billed. For example, the composition of the Group II overhead rate is determined by federal and State regulations. The rate for Group IV is dictated by State code. Listed below are the various groups:

Group I General Fund departments except those in Group II

This group consists of General Fund departments such as the District Attorney, Regional Planning, and the Registrar-Recorder. Rates developed for this group do not include Countywide costs in the determination of applicable overhead costs. These rates are usually based on budget and are used for both budgeting and billing.

Examples:

- District Attorney
- Registrar of Voters
- Other County Departments (Some County Departments that receive Federal funding are charged the Fed rates, such as Health Services)

Billing to departments in this group does not include any Countywide overhead.

Group II General Fund subvented/grant departments or programs

This group consists of General Fund departments receiving substantial Federal subvention, SB90 funded programs, Federal agencies and State/Federal grant and cost reimbursement programs and services. Group II rates use State and Federal guidelines (OMB A-87) to develop an Indirect Cost Rate Proposal. Depending on the method used, these rates may include roll-forwards to adjust for prior year

estimates. The use of roll-forwards assumes that there is an on-going relationship with the billing entity that requires a reconciliation of estimated cost to actual cost.

Examples:

- Children and Family Services
- Community and Senior Services
- Mental Health
- Public Social Services
- District Attorney's Bureau of Family Support Health Services' programs:
 - Administration
- Alcohol and Drug Abuse
- California Children Services
- Other federal reimbursed programs
- State mandated programs

Examples of current contracts include the I.N.S. contract with the Mira Loma Detention Facility.

This is the department's indirect cost proposal rate.

Group III Non-General Fund entities except Contract Cities

All other entities, whether they are State agencies, school districts, "private" entities, etc., requiring one-time or short-term services fall within Group III. Group III contracts are commonly referred to as "private entity" due to the fact that the preponderance of these contracts are for one time special events or short term special events or occurrences that happen on an occasional basis. These services are frequently associated with schools, churches, private organizations and public/governmental entities that do not generally contract for law enforcement services on an on-going basis. This group is also referred to as "full cost" as the rates include all countywide government costs in the overheads.

The aforementioned groups have been established as a result of legal requirements and Board of Supervisors' directives. We are aware of no legislative restrictions precluding the use of "full cost recovery" rates for contracts that fall within the group. Any changes to the current billing practices would require Board approval if less than full cost were to be billed.

Examples:

- Enterprise funds

- Internal service funds
- Special districts
- Special fund departments
- Other public agencies
- Private individuals and agencies

Examples of current contracts include Los Angeles Community Colleges, M.T.A., Metrolink.

This rate includes all countywide overheads.

Group IV Contract Cities

This group consists of “Contract Cities”. Government Code Section 51350, commonly referred to as the “Gonsalves Bill”, governs the rate determination practices. This Section legislatively restricts what counties can charge to contract cities for municipal services.

The rate for Contract Cities includes Countywide overhead, adjusted for executive exclusion, and a charge for liability insurance.

DEPUTY SHERIFF SERVICE UNIT

The Deputy Sheriff Service Unit is the primary description of the law enforcement service provided by the Sheriff's Department. The Sheriff's Department generally does not contract for a specific number of personnel, but for a specific level of service (i.e. 5 days a week, 7 days a week). The necessary number of personnel is then provided to ensure that the specified service level is properly maintained despite employee vacations, sick time, and compensatory and elective leave. The absence of a Sheriff's Department employee generally does not impact the level of service as we are contractually obligated to meet that designated service level. These obligations are met as part of the basic service cost, without additional cost to the city. This guarantees the city will receive the service level it has requested and is paying for, without interruption due to employee absences.

The average police or sheriff's department sworn employee works approximately 223 days annually when considering regular days off, vacation time, sick time and elective leave time. For municipal police agencies, this generally means there is nobody to replace the officer during his/her unexpected absence, unless overtime is expended to replace him/her, resulting in a fluctuating service level.

A Deputy Sheriff Service Unit is not just a deputy sheriff but the relief personnel, supervision, management, equipment and logistics, clerical, administrative support and supplies necessary to provide law enforcement service for the designated period of time. This all but eliminates the city's need to line item budget all the personnel and service expenditures for their police department. As the city increases or decreases service levels, it only pays for the proportionate amount of "overhead" services required by the agreed upon staffing level.

Types of Deputy Sheriff Service Units

Deputy Sheriff Service Units are offered in a variety of configurations, depending upon the city's service needs. The most common DSSU (56 hour) provides a Deputy Sheriff for 8 hours each day, 7 days per week, 365 days per year. The cost for this type DSSU includes all relief personnel necessary to meet the specified service requirements. The 56-hour DSSU provides an average of 365 productive workdays of service annually.

In contrast to the DSSU with relief, the DSSU is also available without relief. The non-relieved DSSU provides a Deputy for the period of time that one employee

works on an annual basis. In the event the Deputy is unable to work because of sickness, holiday, vacation, bereavement, etc., no relief personnel are provided and the position goes unfilled. This configuration is the least expensive because the cost of relief personnel has been excluded. The DSSU without relief provides an average of 223 productive workdays of service annually.

The DSSU without relief is most commonly utilized for Special Assignment Officers, School Resource Officers, special enforcement units, and those assignments where the need for the presence of relief personnel is outweighed by the benefit of one individual’s training or knowledge.

All Lieutenants, Sergeants, and Growth or Grant Deputy Sheriff Service Units are offered as non-relief positions only. If duties require a greater degree of coverage, then the standard Deputy Sheriff Service Units (40 hour, 56 hour, 70 hour) are applicable.

The following chart is a sample of the types of DSSU’s utilized. Personnel requirements are based on periodic audits of actual relief factors.

DEPUTY SHERIFF SERVICE	ANNUAL	PERSONNEL
Non-relief	1,778	1
40 hour (5 day, 8 hr shift)	2,088	1.167
56 hour (7 day, 8 hr shift)	2,920	1.632
70 hour (7 day, 10 hr shift)	3,650	2.04
84 hour (7 day, 12 hr shift)	4,380	2.448

Monitoring Service Levels

One of the more common and troublesome errors facing Unit Commanders is the failure to ensure that accurate service levels are being provided for both contract clients and unincorporated areas. Providing a level of service which exceeds the contractual level draws results in a loss of resources (personnel and financial) for other service areas. On the other hand, the failure to provide the contractual service level results in having to “make up” service levels, requiring the Unit Commander to commit additional resources. It is important for Unit Commanders to have a firm understanding of contract service levels and closely monitor the level of service being provided to their contract and unincorporated area clients.

CONTRACT CITIES

(As of September 2003)

The following cities contract with the Los Angeles County Sheriff's Department for municipal police service.

CITY	POP	GENERAL CHARTER	SQ. MI.	DATE OF INCORP	DATE OF CONTRACT	INCORP ORDER.
Agoura Hills	21,174	General	8.0	Dec 8, 1982	Dec 8, 1982	33
Artesia	16,384	General	1.6	May 29, 1959	May 29, 1959	15
Avalon	3,403	General	1.3	June 26, 1913	July 1, 1962 (1)	23
Bellflower	65,264	General	6.2	Sept 3, 1957	Sept 3, 1957	10
Bradbury	873	General	2.0	July 26, 1957	July 26, 1957	7
Calabasas	28,284	General	12.9	April 5, 1991	April 5, 1991	39
Carson	88,143	General	19.2	Feb 20, 1968	Feb 20, 1968	26
Cerritos	55,329	Charter	8.8	April 24, 1956	April 24, 1956	2
Commerce	12,716	General	6.5	Jan 28, 1960	Jan 28, 1960	18
Compton	101,10	Charter	10.1	May 11, 1888	Sept 17, 2000	41
Diamond Bar	74,115	General	14.8	April 18, 1989	April 18, 1989	36
Duarte	21,900	General	6.6	Aug 22, 1957	Aug 22, 1957	8
Hawaiian Gardens	14,508	General	1.0	April 14, 1964	Nov 1, 1997 (3)	40
Hidden Hills	1,864	General	1.7	Oct 19, 1961	Oct 19, 1961	22
Industry	695	Charter	12.0	June 18, 1957	June 18, 1957	6
La Canada Flintridge	20,018	General	8.6	Dec 8, 1976	Dec 8, 1976	28
La Habra Heights	6,541	General	6.4	Dec 4, 1978	Dec 4, 1978	31
La Mirada	45,776	General	7.8	March 23, 1960	March 23, 1960	19
La Puente	40,385	General	3.5	Aug 1, 1956	Aug 1, 1956	3
Lakewood	77,149	General	9.6	April 16, 1954	April 16, 1954	1
Lancaster	121,02	General	94.2	Nov 22, 1977	Nov 22, 1977	30
Lawndale	29,472	General	1.9	Dec 28, 1959	Dec 28, 1959	17
Lomita	20,091	General	1.9	June 30, 1964	June 30, 1964	25
Lynwood	65,934	General	4.9	July 16, 1921	May 1, 1977 (4)	29
Malibu	25,497	General	20.0	March 28, 1991	March 28, 1991	38
Norwalk	99,787	General	9.4	Aug 26, 1957	Aug 26, 1957	9
Palmdale	111,98	General	100.0	Aug 24, 1962	Aug 24, 1962	24
Paramount	52,906	General	4.6	Jan 30, 1957	Jan 30, 1957	5

Pico Rivera	61,113	General	8.2	Jan 29, 1958	Jan 29, 1958	12
Rancho Palos Verdes	42,670	General	13.4	Sept 7, 1973	Sept 7, 1973	27
Rolling Hills Estates	8,189	General	3.4	Sept 18, 1957	Sept 18, 1957	11
Rolling Hills	1,978	General	3.0	Jan 24, 1957	Jan 24, 1957	4
Rosemead	54,487	General	5.0	Aug 4, 1959	Aug 4, 1959	16
San Dimas	35,082	General	15.4	Aug 4, 1960	Aug 4, 1960	21
Santa Clarita	147,22	General	42.6	Dec 15, 1987	Dec 15, 1987	35
South El Monte	21,755	General	2.8	July 30, 1958	July 30, 1958	13
Temple City	33,039	Charter	3.9	May 25, 1960	May 25, 1960	20
Walnut	31,598	General	8.7	Jan 19, 1959	Jan 19, 1959	14
West Hollywood	37,177	General	2.0	Nov29, 1984	Nov 29, 1984	34
Westlake Village	7,832	General	5.4	Dec 11, 1981	Dec 11, 1981	32

- (1) The City of Avalon maintained its own police department prior to 1962.
- (2) The City of Compton maintained its own police department prior to 2000
- (3) The City of Hawaiian Gardens contracted with LASD until 1995 when it created its own police department. The City again contracted with LASD in 1997 when it disbanded its police department
- (4) The City of Lynwood maintained its own police department prior to 1977.

Cudahy	24,400	General Law	1.1	Nov 10, 1960	Dec 1, 1989 (3)	37
The City of Cudahy contracted with LASD until 1974 when it contracted with Bell P.D. The City again contracted with LASD in 1989. Cudahy again left to contract with Maywood P.D. effective September 1, 2003.						

HISTORICAL INCORPORATIONS AND SUBSEQUENT CONSOLIDATIONS

City	Date of Incorporation	Consolidated with City of:	Date of Consolidation
Barnes City	2-13-26	Los Angeles	4-11-27
Belmont Heights	10-9-08	Long Beach	11-24-09
Eagle Rock	3-1-11	Los Angeles	5-17-23
Hollywood	11-9-03	Los Angeles	2-7-10
Hyde Park	5-12-21	Los Angeles	5-17-23
San Pedro	3-1-1888	Los Angeles	8-28-09
Sawtelle	11-26-06	Los Angeles	7-13-22
Tropico	3-15-11	Glendale	1-9-18
Tujunga	5-1-25	Los Angeles	3-7-32
Venice ¹	2-17-04	Los Angeles	11-25-25
Watts	5-23-07	Los Angeles	5-29-26
Wilmington	12-27-05	Los Angeles	8-28-09
¹ Incorporated as the City of Ocean Park on February 17, 1904. The name was changed to Venice on June 2, 1911.			
The City of Mirada Hills incorporated on March 23, 1960. On November 8, 1960, the residents voted to change the name of their city to La Mirada . The name change became effective on December 15, 1960 when it was filed with the Secretary of State.			
The City of Lordsburg incorporated on September 11, 1906. On August 24, 1917, the name was changed to La Verne .			
The City of Long Beach first incorporated on February 10, 1888. On July 24, 1896, the city disincorporated, only to again incorporate on December 13, 1897.			
The City of Dairy Valley incorporated on April 24, 1956. On March 1, 1966 the name was changed to Cerritos .			
The City of Ocean Park incorporated on February 17, 1904. On June 21, 1911 the city became Venice , and on November 25, 1925 it consolidated into Los Angeles.			

INCORPORATION DATES – LOS ANGELES COUNTY CITIES

* Contract Cities (as of March 2003) in **bold**

Name of City	Incorporation Date	Class
Agoura Hills	Dec. 8, 1982	General Law
Alhambra	July 11, 1903	Charter
Arcadia	Aug. 5, 1903	Charter
Artesia	May 29, 1959	General Law
Avalon	June 26, 1913	General Law
Azusa	Dec. 29, 1898	General Law
Baldwin Park	Jan. 25, 1956	General Law
Bell	Nov. 7, 1927	General Law
Bell Gardens	Aug. 1, 1961	General Law
Bellflower	Sept. 3, 1957	General Law
Beverly Hills	Jan. 28, 1914	General Law
Bradbury	July 26, 1957	General Law
Burbank	July 15, 1911	Charter
Calabasas	Apr. 5, 1991	General Law
Carson	Feb. 20, 1968	General Law
Cerritos	Apr. 24, 1956	Charter
Claremont	Oct. 3, 1907	General Law
Commerce	Jan. 28, 1960	General Law
Compton	May 11, 1888	Charter
Covina	Aug. 14, 1901	General Law
Cudahy	Nov. 10, 1960	General Law
Culver City	Sept. 20, 1917	Charter

Diamond Bar	Apr. 18, 1989	General Law
Downey	Dec. 17, 1956	Charter
Duarte	Aug. 22, 1957	General Law
El Monte	Nov. 18, 1912	General Law
El Segundo	Jan. 18, 1917	General Law
Gardena	Sept. 11, 1930	General Law
Glendale	Feb. 15, 1906	Charter
Glendora	Nov. 13, 1911	General Law
Hawaiian Gardens	Apr. 14, 1964	General Law
Hawthorne	July 12, 1922	General Law
Hermosa Beach	Jan. 10, 1907	General Law
Hidden Hills	Oct. 19, 1961	General Law
Huntington Park	Sept. 1, 1906	General Law
Industry	June 18, 1957	Charter
Inglewood	Feb. 14, 1908	Charter
Irwindale	Aug. 6, 1957	Charter
La Canada-Flintridge	Dec. 8, 1976	General Law
La Habra Heights	Dec. 4, 1978	General Law
Lakewood	Apr. 16, 1954	General Law
La Mirada	Mar. 23, 1960	General Law
Lancaster	Nov. 22, 1977	General Law
La Puente	Aug. 1, 1956	General Law
La Verne	Sept. 11, 1906	General Law
Lawndale	Dec. 28, 1959	General Law
Lomita	Jun. 30, 1964	General Law
Long Beach	Dec. 13, 1897	Charter
Los Angeles	Apr. 4, 1850	Charter

Lynwood	July 16, 1821	General Law
Malibu	Mar. 28, 1991	General Law
Manhattan Beach	Dec. 7, 1912	General Law
Maywood	Sept. 2, 1924	General Law
Monrovia	Dec. 15, 1887	General Law
Montebello	Oct. 15, 1920	General Law
Monterey Park	May 29, 1916	General Law
Norwalk	Aug. 26, 1957	General Law
Palmdale	Aug. 24, 1962	General Law
Palos Verdes Estates	Dec. 20, 1939	General Law
Paramount	Jan. 30, 1957	General Law
Pasadena	Jun. 19, 1886	Charter
Pico Rivera	Jan. 29, 1958	General Law
Pomona	Jan. 6, 1888	Charter
Rancho Palos Verdes	Sep. 7, 1973	General Law
Redondo Beach	Apr. 29, 1892	Charter
Rolling Hills	Jan. 24, 1957	General Law
Rolling Hills Estates	Sep. 18, 1957	General Law
Rosemead	Aug. 4, 1959	General Law
San Dimas	Aug. 4, 1960	General Law
San Fernando	Aug. 31, 1911	General Law
San Gabriel	Apr. 24, 1913	General Law
San Marino	Apr. 25, 1913	General Law
Santa Clarita	Dec. 15, 1987	General Law
Santa Fe Springs	May 15, 1957	General Law
Santa Monica	Dec. 9, 1886	Charter
Sierra Madre	Feb. 7, 1907	General Law

Signal Hill	Apr. 22, 1924	General Law
South El Monte	Jul. 30, 1958	General Law
South Gate	Jan. 15, 1923	General Law
South Pasadena	Feb. 29, 1888	General Law
Temple City	May 25, 1960	Charter
Torrance	May 12, 1921	Charter
Vernon	Sep. 22, 1905	General Law
Walnut	Jan. 19, 1959	General Law
West Covina	Feb. 17, 1923	General Law
West Hollywood	Nov. 29, 1984	General Law
Westlake Village	Dec. 11, 1981	General Law
Whittier	Feb. 28, 1898	Charter

AUTHORITY FOR CONTRACT LAW ENFORCEMENT AGREEMENTS

Contracting for law enforcement services is legislatively authorized under the following codes:

California Government Code Title 5, Division I, Part 2, Chapter 1, Article 1

Section 51401. Contracts with county for performance of city functions authorized. A board of supervisors may contract with a city, governed under general laws or charter, within the county, and the city legislative body may contract with the county for the performance of its appropriate officers and employees of city functions.

Los Angeles County Charter

Section 56-1/2. Said county shall have power and authority to provide for the assumption and discharge of, and to assume and discharge, by county officers, any of the municipal functions of any of the cities and towns within said county, whenever, in the case of cities and towns incorporated under general laws, the discharge by county officers of such municipal functions is authorized by general law, or whenever, in the case of cities and towns organized under Section 8 of Article XI of the Constitution of the State of California, the discharge by county officers of such municipal functions is authorized by the provisions of the charters or by amendments thereto, of such cities and towns.

Section 56-3/4. The board of supervisors may require any county department, officer or commission to perform any or all of the functions of any department, officer or commission of any city, district, public agency or political sub-division in the county whenever requested by such city, district, public agency or political sub-division. The terms and conditions upon which such functions are to be performed by the county shall be fixed by agreement, which may provide for the consideration to be paid to the County, the blanketing into county civil service with or without examination of any or all officers or employees who have been performing such functions for such city, district, public agency or political sub-division for at least six months, and for the terms and conditions upon which such persons are to be employed in the classified service of the county, including seniority, efficiency, sick leave, vacation and other rights or benefits granted county employees.

TYPES OF CONTRACT ARRANGEMENTS

The Sheriff's Department utilizes several types of municipal police contract arrangements:

- Individual Service contracts
- Regional Service contracts
- Dedicated Station contracts
- Special Service contracts

Individual Service contracts

Individual service contracts provide for specified level of service to a particular city. Patrol and special assigned personnel are dedicated to serving that city. This provides the city with a specific and unique level of service for that community. Support activities, such as station management, supervision, investigative, and clerical functions are provided on a regionally shared basis throughout the entire Station service area. By sharing these "overhead" positions, overall costs are reduced.

Regional Service contracts

Regional service contracts provide dedicated services to multiple cities and eliminate the need to deploy patrol cars strictly according to city jurisdictional boundaries, with participating cities sharing adjacent resources. Regional costs are distributed among the participating cities according to a formula that is mutually agreeable to by all parties. A contract city participating in a Regional service program may also contract for additional services on an individual basis to address specialized problems that are unique to that city. Regional policing is generally applicable to smaller cities. As with Individual Service contracts, support activities such as station management, supervision, investigative and clerical functions, are provided on a regionally shared basis throughout the entire Station service area.

Dedicated Station contracts

While all types of contracts provide "dedicated" service levels and staff, the Dedicated Station contract provides for all station resources being devoted exclusively to the contract city. The full "stand alone" services include

management, supervision, investigative, and clerical support to the contracting city. No Station level resources are shared with other cities or unincorporated communities. A city with a Dedicated Station contract may permit other contract cities to participate on a regional basis.

Special Service contracts

Some cities which maintain their own police departments also purchase supplemental law enforcement services from the Sheriff's Department. These cities may contract for on-going services such as prisoner transportation or the policing of special events, such as the annual Tournament of Roses and Rose Bowl Game in Pasadena. Special service contracts are also provided to private individuals or corporations for law enforcement type services.

STATION COMMANDER'S CODE OF ETHICS

A "Code of Ethics" must be adopted to ensure effective and responsive police management at the local level. This recommended Code of Ethics is based on the Code of Ethics as adopted by the International City/County Management Association (ICMA), a professional and educational organization representing appointed managers and administrators in local governments throughout the world. The ICMA Code of Ethics may be found on their website at www.icma.org.

Station Commander's Code of Ethics:

- Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional police leadership is essential to the achievement of this objective.
- Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the elected officials, of other officials and employees, and of the public. (Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.)
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Submit policing proposals to city administrators, provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals, and uphold and implement local government policies adopted by elected officials.
- Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies and programs; responsibility for the execution rests with Department members.

- Refrain from all political activities that undermine public confidence in professional law enforcement. Refrain from participation in the election of the members of the local legislative body. (Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.)
- Make it a duty to continually assess your professional skills and abilities on a periodic basis, including seeking input from city administrators.
- Keep the city leaders informed on local law enforcement issues; encourage communication between the citizens and community members; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service. (When Department members advise and respond to inquiries from elected or appointed official, they should inform the administrators of those cities.)

THE STATION COMMANDER “CHIEF OF POLICE”

Pursuant to the City/County Municipal Law Enforcement Services Agreement, the Sheriff serves as the City’s Chief of Police. However, the Unit Commander of the Sheriff’s Station is the functional Chief of Police of the City. Sheriff Station Commanders generally have larger commands than most municipal police chiefs. They bear the same responsibility in providing professional, responsive and effective law enforcement leadership. The significant difference is that Sheriff Station Commanders are more “insulated” from potential political turmoil. Police Chiefs serve at the whim of City leadership and their jobs are generally contingent upon that preference. But while Sheriff Station Commanders won’t lose their job should the City become displeased with their performance, this reflects upon the professionalism and expertise of the Sheriff’s Department and, ultimately, the City’s satisfaction with the services we provide.

The Station Commander is ultimately responsible for the deployment of both the City’s dedicated service units and regional forces. The captain must have continual interaction with the City Manager/Administrator, Public Safety Director, Lieutenant/Service Area Manager, and other City or Sheriff staff responsible for the City’s public safety efforts. With a competent Policing Team providing pertinent, sound information, the Station Commander will be able to provide the most effective and efficient law enforcement services to the City.

The Station Commander and the City Manager/Administrator are the primary administrators in the command structure within the City’s Community Policing Plan. Because of this, it is crucial that both their staffs communicate essential information and work toward their common goals. The Station Commander acts as Chief of Police of the City by:

- Giving final approval of any change that is deemed necessary in the Community Policing Plan
- Ensuring that activities are conducted in conformance with the law, sound police practices and departmental policies
- Attending City Council meetings and City functions as needed or requested
- Maintaining on-going dialogue with the City Manager/Administrator and staff relative to community safety issues
- Interacting with community groups to provide community safety information
- Being cognizant of the fact that the law enforcement budget is generally the single largest expenditure of any contract city and, consequently, can be

expected to be part of any overall city budget curtailments resulting from fiscal shortfalls.

RESPONSIBILITIES OF SPECIAL ASSIGNMENT PERSONNEL

Service Area Managers

A Service Area Manager (lieutenant or sergeant) is a sworn member tasked with managing the police resources within a designated geographical area (either city or unincorporated community). The Service Area Manager (SAM) serves at the direction of the Unit Commander. The primary purpose of the Service Area Manager is to:

- Oversee all community policing operations in an assigned area
- Monitor crime trends and relevant issues in an assigned area
- Act as community liaison
- Serve as a contact point for community problem related inquiries.

The Service Area Manager program is designed to enhance current community oriented policing methods by becoming more streamlined, thus allowing line level officers to be afforded more time and greater flexibility in concentrating on community related problems, and station commanders greater focus on management issues.

Experience has shown that Service Area Managers significantly enhance our relationships with our cities/communities and the quality of service we provide them. A Service Area Manager can be assigned to a contract city at the Unit Commander's prerogative. Some cities may contract for a dedicated lieutenant or sergeant to serve as the Service Area Manager for that city.

Service Area Managers can be assigned for several reasons. Stations with multiple contract cities and/or geographically diverse communities may require a higher degree of leadership support. In those cases, Unit Commanders will find it beneficial to have a Service Area Manager assume responsibility for the day-to-day management of the law enforcement within a city. Additionally, some cities may be significantly large or diverse in themselves that the Unit Commander may benefit from the presence of a Service Area Manager to ensure constant attention to the law enforcement issues within the city.

The Unit Commander and the concerned city establish the duties of the Service Area Manager. In either case, it is generally recommended that the Service Area Manager be physically located in a place most suitable for effective communication

with city administrators. Generally, that location would be City Hall or the City Public Safety Center.

The Service Area Manager is an administrative conduit between City administrators and the Sheriff's Station. The Service Area Manager manages the administrative functions relating to the daily operation of general policing functions within the City, oversees the daily activities of both general patrol and Special Assignment units, and acts as the intermediary between the City and department management, line supervisors, policing units and the citizens. It is the responsibility of the Service Area Manager to ensure that the needs of all parties concerned are appropriately addressed.

- Coordinate efforts of both Special Assignment Team and patrol deputies.
- Work directly with the City Manager/Administrator, Assistant City Manager/Administrator, or the Public Safety Director to assure that all City needs and expectations of the Sheriff's Department are getting met.
- Assist the City's Deputies and supervisors with day-to-day City Activities.
- Address concerns of the citizens within the City.
- Prepare weekly reports for the City Council, as requested.
- Attend all City Council meetings and other meeting as requested.
- Maintain open communication with the City Council, City Manager/Administrator and Director of Public Safety.
- Oversee the general operations of any City substation.
- Oversee the operations of the various programs administered by Sheriff's Department personnel.
- Maintain liaison with Service Area Managers of other contract cities as well as neighboring municipal police departments for purposes of exchanging information about current operations, crime trends, and innovations in community policing programs and practices.

Special Assignment Sergeants

The Special Assignment Sergeants are the first line supervisors for all deputies assigned to the City. They are essential in assisting the City's department heads in the planning of various public safety activities. The sergeants are important as a direct contact between the City staff and the City's law enforcement line personnel. The continued interaction between the City staff and the Special Assignment Sergeants allow the City's law enforcement needs and desires to be known and carried out. The sergeant is responsible for ensuring that the City's law enforcement resources are utilized in a manner that is both effective and prudent. The sergeants act for the Lieutenant in his absence and may have the following

additional responsibilities:

- Conduct both training and orientation for newly assigned deputies and community service officers.
- Plan and execute special operations in coordination with specialized Sheriff's Department units and with outside federal, state and local law enforcement agencies.
- Be familiar with local concerns and priorities, and knowledgeable about City and community resources available to assist the Sheriff's Department and members of the community.
- Recognize by name City Council Members, Commissioners, Neighborhood Watch District Representatives, City Administrator, Director of Public Safety, other key staff, and other high profile members of our community.
- Make notifications of events occurring in or affecting the City during his watch to designated City staff in cases in which the Station Commander receives telephone notification, and in serious criminal or non-criminal incidents involving City Council members or their families, or City employees.

Station Watch Commanders and Sergeants

Be familiar with local concerns and priorities, and knowledgeable about City and community resources available to assist the Sheriff's Department and members of the community. Recognize by name City Council Members, Commissioners, Neighborhood Watch District Representatives, City Administrator, Director of Public Safety, other key staff, and other high profile members of our community. Maintain a dialogue with the City's Service Area Manager Lieutenant/Sergeant, Special Assignment Sergeants and Director of Public Safety about crime trends, unusual occurrences and other operational issues affecting service delivery or quality of life, or requiring the attention or action by the Special Assignment Team or other local resources.

Special Assignment Officers

The Special Assignment Officer is an integral part of the policing plan. Once a patrol deputy becomes unable to resolve a particular problem because of limited time or available resources, the Special Assignment Officer becomes responsible for addressing this public safety issue.

The Special Assignment Officer is most often the final resource for citizens who have a continuing neighborhood problem. By the time the citizen contacts the

Special Assignment Officer, the problem has usually been ongoing for a substantial period of time. This can lead to the citizen being very frustrated and expecting a quick resolution. The Special Assignment Officer must assure the citizen that the problem will be properly addressed. They also must explain that the actions necessary to resolve the problem may take time, during which frequent contact with the citizen will be maintained.

The Special Assignment Officer is also a vital link for the Neighborhood Watch program. Information obtained from the Neighborhood Watch Captains is crucial in assuring that the neighborhoods within the Special Assignment Officer's assigned districts remain safe and free of crime. Continual contact with the Neighborhood Watch Captains is therefore very important.

Many of the Special Assignment Officer's responsibilities are too broad to specifically list; however, some of their duties may be to:

- Participate in assigned district programs.
- Participate in the Adopt a School program
- Assist patrol deputies with problems that require additional time or resources\
- Provide assistance to detectives in locating suspects
- Handle any problems that are brought to the City Administrator's attention
- Attend Neighborhood Watch meetings
- Develop and maintain a working relationship with the Neighborhood Watch Captains in their reporting district
- Participate in meetings with the City Administrator as requested to keep City Official apprized of trends in the community
- Utilize City and community resources to solve community problems

Selection of Deputies

The City's ultimate goal to make the community a safer place to live, work and play can only be achieved by having dedicated, efficient personnel working toward this goal. It is very important that the deputies feel that this is their City, and impart on the citizens the feeling that the Sheriff's Department is in fact the City's police department.

With this understanding in mind, the selection of each deputy sheriff to work within the City is of the utmost importance. The City Officials have placed great confidence in the Station Commander and his command staff in the selection of

these deputies. The individual deputies chosen should be selected as if the City was hiring a member of its own police department. The following criteria should be considered as a basis for selection:

- Ability to adapt to the changing needs of the City
- Sets personal goals and objectives that are for the good of the City, its citizens and the Sheriff's Department
- Works in a professional and efficient manner
- Outstanding interpersonal skills
- Open to suggestions and new ideas
- Ability to continually work on a situation or problem until it is resolved, utilizing all City and community resources
- Positive overall law enforcement skills
- High personal integrity
- Ability to work with members of City government and citizens of a culturally diverse community
- Be knowledgeable of City codes and regulations
- Be knowledgeable of and promote City programs (e.g., Neighborhood Watch, code enforcement, BRIM, etc.)
- Be innovative and creative in developing solutions to community-based problems

Orientation of Deputies

The Los Angeles County Sheriff's Department is committed to maintaining stability within the City. When new deputies are assigned to the City, it is essential that they receive a formal orientation to the City's Policing Plan, the City and the community. This will guarantee that they are aware of the various City and community programs and resources. It will also ensure that all deputies are aware of the priorities and goals set by the City and the community. They will know exactly what is expected of them, and what they can expect from the City.

It should be the responsibility of the Special Assignment Sergeants to ensure that all deputies receive the required orientation upon their assignment to the City. As part of their introduction, deputies should be issued an orientation package containing various tools to aid in the completion of their job tasks. The Policing Plan should be discussed in detail, emphasizing their interaction, function and responsibility. They should also be given an overview of the various City departments, their operation and functions.

By formalizing the orientation program, both the deputy and the City will start with an excellent relationship. The City will know that even when new personnel are assigned to the City, the new deputy will start with a firm foundation and the law enforcement in the community will not suffer.

When a deputy is assigned to a City, the deputy should receive an orientation package that should include the items such as those listed below:

- Community Policing Plan
- City Officials
- City Parking Citations
- Code Enforcement Request Forms
- Neighborhood Watch Cards
- Abridged Municipal Code Book
- Public Safety Information
- Patrol Observation Cards
- Neighborhood Watch Captain's Roster
- City staff phone list
- City department responsibility chart
- Business cards
- Referral numbers for outside agencies
- Substation access card and alarm codes

THE ROLE OF CONTRACT LAW ENFORCEMENT BUREAU

The role of the Contract Law Enforcement Bureau was greatly expanded in 1999 at the direction of Sheriff Leroy Baca. For many years, the Bureau held a limited role exclusively within the contract city law enforcement program. With the beginning of Trial Court Funding (which changed court security operations from a county service to a contract service), the acquisition of the Metropolitan Transit Authority contract policing function, the Los Angeles Community Colleges policing function, the growth of custody contracts, and the advent of unincorporated patrol service level accountability, Contract Law Enforcement Bureau was given a significantly expanded role in the provision of county wide law enforcement services. As of 2002, Contract Law Enforcement Bureau was responsible for the management of contract law enforcement programs totaling more than \$400 million.

The Contract Law Enforcement Bureau is a resource to Department executives, Unit Commanders, and contract clients alike. It is not our intent to come between the client and the service provider (Unit Commander). However, because of Contract Law's technical expertise, it does receive numerous inquiries and responds directly to contract clients.



MUNICIPAL GOVERNMENT

FORMS OF MUNICIPAL GOVERNMENT

Levels of Government

There are several levels of government.

CITIES are general purpose local governments which provide essential frontline municipal services tailored to meet the unique needs of the particular community. They perform many of the functions which are of most immediate concern to citizens. These include essential services such as road maintenance, traffic management, parks and recreation, water, sewer and storm drainage, police and fire protection, and waste management. Cities are funded mostly by locally enacted revenues. Cities' land use decisions play a big role in determining the character and level of prosperity of the community.

COUNTIES generally operate as an arm of the state, assisting the state by administering state health and welfare programs, the courts and the criminal justice system. Counties also act as the municipal government for the unincorporated areas of the country. Counties have very little regulatory authority within a city.

SPECIAL DISTRICTS are created to perform specific functions such as flood control, sanitation, air pollution, etc. Certain areas of the state also have regional governmental agencies, which are established either by statute or as voluntary associations among governmental agencies.

STATE AND FEDERAL GOVERNMENTS deal with broader economics and social interests of the community.

Charter vs. General Law Cities

In California, there are almost 500 cities. They fall within one of two kinds of cities: **chartered** (22%) or **general law** (78%). Unlike cities in many other states, both kinds of California cities have broad powers and enjoy considerable freedom in the form of government which may be established, and the types of activities in which they engage. Territory that is not included within the boundaries of a city is unincorporated and therefore falls within the jurisdiction of one of the 58 counties in the state.

As of 2002, there are 88 cities in Los Angeles County. Of these, 68 are general law and the remainder are charter. There are distinctions which bear directly upon the question of desirability of reorganizing as a chartered city. A city must be originally incorporated under procedures prescribed in state law (Government Code Section 34300 et seq.) as a general law city. It may then, under the authority provided in the state constitution (Article XI, Section 3), reorganize as a chartered city.

Powers exercised by cities are either regulatory or corporate. One is the power to regulate the conduct of citizens (establish curfew, limit or restrict land use); the other is the power to perform a particular type of service function or activity (e.g., clean and maintain streets, maintain parks, provide for public safety).

General Law Cities

General law cities are, as their name implies, governed principally by the general laws of the state. The main advantage is found in the fact that the general laws have been subjected to judicial review over a period of years; thus there is a clarity of meaning and understanding of what can and cannot be done under the general laws of the state. This is rarely the case when the provisions of a city charter are considered.

Perceived advantages/disadvantages are:

1. Tendency toward undue limitations in the charter. While a city under a charter can be more flexible in the performance of government functions, it rarely is because of charter provisions that limit debt and taxes, etc. These are usually placed in the charter by groups concerned over the broad authority granted the city council.
2. Charter changes are time-consuming and costly. They must be done through election. Changing general laws is also time consuming, but it can be done at minimal cost to the city.
3. The broad construction of general law meets different and changing local conditions. Proposed amendments receive much scrutiny by city officials and the legislature and therefore are less likely to create unforeseen problems. Existing law is also continually reviewed.
4. Nearly every phase of the general law has been interpreted by the courts, and its meaning is more certain than a charter.
5. There is a tendency to amend the charter in response to local issues of a

transient nature.

6. There is a tendency toward experimentation in adopting a charter regarding administrative organization. Occasionally an organizational "monster" is created and is replaced only after running a costly course.

Charter Cities

The main advantage of the charter form of government is expanded exercise of local authority. Chartered cities are not as restricted in the exercise of such powers as set forth in the general law. The authority provided in the state constitution to organize as a charter city is extended only to an existing city. Although general law cities now have nearly equal powers, charters are adopted by cities where special conditions create needs that cannot be adequately met by the general laws. An advantage of the charter form of government stems from the potential breadth of local authority, which may be exercised. Since the powers of a charter city are not restricted to only those outlined in the general state municipal law, a city can adopt a charter and custom-tailor its organization and elective offices to provide for unique local conditions and needs. A charter can only be adopted and /or changed by a majority vote of city residents -- not by a vote of the city council. Citizens can establish the terms and number of council members and impose other limitations upon their city council through a charter provision.

Perceived advantages/disadvantages are:

1. Greater local authority. The charter can be drafted to allow the city to exercise the maximum power permitted.
2. Greater flexibility in the field of taxation. Statutory tax laws do not apply to charter cities; however, any kind of tax limitation can be written into the charter. Charter cities may levy any kind of tax, including excise tax which general law cities have no authority to levy. Proposition 13, however, does apply because it is a constitutional amendment.
3. Authority to establish debt and tax limitations. Limitations may better suit the economic philosophy of the community.
4. Greater flexibility in finance administration. More alternative means of financing public improvements and services exist.
5. Authority to determine organization. There is greater freedom to determine the organizational relationships of the policy-making and administrative bureaus of the city. General law cities are limited by the law.
6. Public review. The public is afforded an opportunity to review and evaluate

the charter before it is adopted. Input from the community may have greater influence on the city council in establishing city policies.

7. More secure local autonomy. The general law can be changed at the state level to the detriment of general law cities, but will have no effect on a charter city with respect to "municipal affairs."

In the beginning, charter cities enjoyed a more advantageous position than general law cities because of their expanded control. However, with years of legislative changes and court decisions, the advantage is now almost nonexistent.

Council Organization

Cities, whether Charter or General Law, are generally internally organized in one of three basic forms:

1. Mayor-Council, with the mayor elected from within the Council;
2. Strong Mayor-Council, with the mayor elected at-large, and having strong executive powers; and,
3. Council-Manager, with all administrative authority being vested in the city manager and policy-making powers reserved to the city council.

Cities may select one of these forms of organization, or in the case of a Chartered city, any variation approved within the Charter.

Most contract cities utilize the council-manager form of local government, which combines the strong political leadership of elected officials (in the form of a council) with the strong professional experience of an appointed local government administrator.

Under the council-manager form, power is concentrated in the elected council, which hires a professional administrator to implement its policies. This appointee serves at the pleasure of the council and has responsibility for preparing the budget, directing day-to-day operations, hiring and firing personnel, and serving as the council's chief policy advisor.

A city may establish a Council-Manager form of government at the time of incorporation (Government Code Section 34322) or subsequent to incorporation (Government Code Section 34851) by:

- A. A Council-adopted ordinance;
- B. A municipal or special election; or,
- C. An initiative measure.

Under broad grant of authority (Government Code Section 36505, providing for the appointment of all officers and employees deemed necessary) the city council may establish a Council-Administrative Officer form of government.

City Manager vs City Administrator

With the Council-Manager form of government the city “manager” may hire/fire personnel (Government Code Section 34856) while the city “administrator” merely acts as an agent of the council performing administrative functions. An exception is when the Council-Administrative Officer adopts a resolution giving its administrative officer an expanded scope of authority, e.g., he may hire/fire his immediate staff personnel.

The City Council

Membership: City councils in California consist of five or more members usually elected at-large (although an increasing number of council members are elected by districts) on a non-partisan basis. The mayor may be directly elected, but in most cities the mayor is chosen by the city council from their own membership to preside at council meetings and to act as the ceremonial head of the city. Directly elected mayors have certain additional power established by law.

Terms: In general law cities, council members serve four-year overlapping terms, with municipal elections being held on the following established election dates: (a) the second Tuesday in April of each even-numbered year (general municipal election), (b) the first Tuesday after the first Monday in March of each odd-numbered year (school district election), (c) the first Tuesday after the first Monday in March of each year (statewide direct primary) or (d) the first Tuesday after the first Monday in November of each year (statewide general election and general district election).

Compensation: The salaries of city council members are set within limits prescribed by either state law or local charter. Compensation is determined by either an act of the city council or by the voters. In general law cities, decisions to change council members’ salary do not take effect immediately, but apply during the following term.

Responsibilities: The city council enacts local laws, sets policy, approves programs, appropriates funds, and establishes local taxes and benefit assessments. The city council also generally supervises the operations of the city government, the construction of public works, and provides to the citizenry a better, more attractive and healthier place to live.

The city council enacts laws by adopting ordinances. These ordinances are often compiled in a book called the municipal code, but may also be organized into specific subject-area codes, such as the zoning code. The city enforces these laws. Violation of city ordinances constitutes a misdemeanor or infraction. Other directives and policies of the city council are recorded in council resolutions or in the council minutes.

The city council may delegate certain authority to its employees, officers, boards, commissions, and committees. The legislative authority of the city council, however, cannot be delegated.

City Officials

City Manager: The city manager (or, in some instances, administrator) is the administrative head of city government in cities with a council-manager form of government. The city manager is appointed by the city council to serve as the chief administrative officer of the City, and is responsible to the City Council for the proper administration of all City business. The city manager provides executive leadership, direction, review and coordination of all city departments and operations. The city manager is expected to enforce city laws and ordinances, to prepare and submit the municipal budget and capital improvement program, and to implement the policies and programs initiated by the city council. The city manager is responsible to the city council rather than to individual council members, and directs and coordinates the various departments.

City Attorney: The city attorney is usually an appointed official, although a few cities have elected city attorneys. City attorneys serve the city on either a part-time or full-time basis. The city attorney is the legal advisor for the council, the city manager and department heads. He or she provides general legal advice on all aspects of city business, represents the city in any legal action, handles the acquisition or condemnation of property, supervises assessment district proceedings, and prepares ordinances, contracts, resolutions and opinions.

City Clerk: In some cities, the clerk is an elected official, but in most cities, this position is appointed. The city clerk is charged with responsibility of maintaining records of council actions, maintaining a permanent record of all city transactions and documents, and managing the city's elections.

City Treasurer: The city treasurer is responsible for the custody and investment of all city monies. In many cities, this position has been made an appointed position, but in some cities, the position is elective.

Boards, Commissions, Special Committees: Boards, commissions and special committees composed of local citizens are frequently appointed by the city council to advise or to perform an administrative function in one or more aspects of city government. Typical advisory commissions include parks, recreation, public safety, traffic, youth and senior. Commissions commonly administrative in nature include planning, library, civil service and design review commissions.

City Employees: One of the major investments a city makes is the city's work force. City employees perform the day-to-day functions necessary to provide services to the community.

Department heads administer specific functions of city government and are responsible to the city manager. Examples of such positions are public works director, planning director, police and fire chief.

Miscellaneous employees may or may not be under the civic service and may or may not be entitled to pension rights under the Public Employees Retirement System (PERS). Under state law, employees have been guaranteed the right to "meet and confer in good faith" (similar to collective bargaining) with the city council or its representative.



Information provided by the League of California Cities, www.cacities.org.

MUNICIPAL FINANCE

Revenue, the bread and butter of city budgets, comes from a variety of sources. Some is restricted to certain uses by law. Some revenue is payment for a specific service by customers. Other revenue requires voter approval for rate increases. Still other revenue comes from state and federal agencies, and the city has no control over how much it receives. The California Constitution and state law provide some specific distinctions between municipal revenue sources.

In most cities, roughly two-thirds of the total city budget is either earmarked for specific purposes (such as special taxes, restricted state grants and debt obligations like bonds) or is fee revenue used to pay for services provided. Of the remaining discretionary funds, in the typical *full-service city*, two out of three dollars are spent on police and fire services. In *contract cities*, the cost to provide police and fire services is typically much less.

Comparing revenues and expenditures of different cities can be difficult, because cities vary according to the needs of their constituents and the nature of the local economy, as well as the service and financial responsibilities of the city. Fewer than 25 percent of California cities are full-service cities, responsible for funding all of the major city general-fund-supported services such as police, fire, library, parks and recreation, and planning.

In about three out of 10 California communities, a special district provides fire services with property tax revenue that would otherwise go to the city. In six out of 10 cities, library services are provided and funded by another public agency.

On the revenue side, these differences in financial responsibility among cities are generally reflected in the allocation of property tax revenue. Other city tax rates and allocations are unrelated to service responsibility.

Taxes

A tax is a charge for public services and facilities that provide general benefits. There need not be a direct relation between an individual taxpayer's relative benefit and the tax paid. Cities may impose any tax not otherwise prohibited by state law (Govt. Code section 37100.5). However, the state has reserved a number of taxes for its own purposes, including taxes on cigarettes, alcohol and personal income.

The California Constitution distinguishes between a general tax and a special tax. General tax revenues may be used for any purpose. A majority of voters must approve a new general tax or increase. Special tax revenues must be used for a specific purpose, and two-thirds of voters must approve a new special tax or its increase.

Fees, Charges and Assessments

As distinguished from a tax, a fee is a voluntary charge imposed on an individual for a service provided to that person. A fee may not exceed the estimated reasonable cost of providing the particular service or facility for which the fee is charged, plus overhead. Cities have the general authority to impose fees (charges and rates) under the cities' police powers granted by the state Constitution (Article XI, section 7; **Proposition 218**). There are specific procedures in state law for fee and rate adoption. Prop. 218 provides special rules for property-related fees used to fund property-related services. Examples of city fees include water service, sewer service connection, building permits, recreation classes and development impact fees.

Assessments are charges levied to pay for public improvements or services within a predetermined district or area, according to the benefit the parcel receives from the improvement or services. The rules and procedures for assessments are provided by the California Constitution, Article XI, Section 7 (Prop. 218).

Intergovernmental Revenue

Cities also receive a substantial amount of revenue from other government agencies, principally the state and federal governments. These revenues include general or categorical support monies called "subventions," as well as grants for specific projects, and reimbursements for the costs of some state mandates. Intergovernmental revenues provide 13 percent of city revenues statewide. In the early 1990s, the state experienced a recession and budget deficit. To offset its fiscal shortfall, the state shifted property tax revenues from cities to local schools. This **ERAF** shift continues today.

Other City Revenues

Other sources of revenue to cities include rents, concessions and royalties; investment earnings; revenue from the sale of property; proceeds from debt

financing; revenues from licenses and permits; and fines and penalties. Each type of revenue has legal limitations on what may be charged and collected, as well as how the money may be spent.

Types of Revenue Funds

Many types of city revenues are restricted by law to certain uses. For example, a special tax is levied for a specific program. Some subventions are designated by law for specific activities. Fees are charged for specific services, and fee revenue can fund only those services and related expenses. To comply with these laws and standards, finance departments segregate revenues and expenditures into separate accounts or funds. The three most important types of city funds are special revenue funds, enterprise funds and the general fund.

Special revenue funds are used to account for activities paid for by taxes or other designated revenue sources that have specific limitations on use according to law. For example, the state levies gas taxes and subvenes some of these funds to cities and counties. A local government deposits gas tax revenue in a special fund and spends the money for streets and road-related programs, according to law.

Enterprise funds are used to account for self-supporting activities that provide services on a user-charge basis. For example, many cities provide water treatment and distribution services to their residents. Users of these services pay utility fees, which the city deposits in a water enterprise fund. Expenditures for water services are charged to this fund.

The **general fund** is used to account for money that is not required legally or by sound financial management to be accounted for in another fund. Major sources of city general fund revenue include sales and use tax, property tax, the vehicle license fee subvention from the state, and local taxes, including business license tax, hotel tax and utility user taxes.

Major City Revenues

Sales and Use Tax - The sales tax that an individual pays on a purchase is collected by the state Board of Equalization and includes a state sales tax, the locally levied “Bradley Burns” sales tax and several other components. The sales

Sales Tax: How Much Goes To The City?

For each taxable dollar spent, sales tax is paid as follows:

- 5 cents- State General Fund
- 1 cent - City
- ½ cent - Transit/Special District
- ½ cent - Prop 172
- ½ cent - County Health & Welfare
- ¼ cent - Countywide Transportation

tax is imposed on the total retail price of any tangible personal property.

A use tax is imposed on the purchaser for transactions in which the sales tax is not collected. Sales and use tax revenue received by cities is general purpose revenue and is deposited into a city's general fund. Although cities vary widely, on average, sales and use tax revenue provides 30 percent of city general purpose revenue, and often as much as 45 percent.

Property Tax - The property tax is an ad valorem (value-based) tax imposed on real property and tangible personal property. California Constitution Article XIII A (Prop. 13) limits the property tax to a maximum 1 percent of assessed value, not including voter-approved rates to fund debt. The assessed value of property is capped at the 1975–76 base year rate plus inflation— or 2 percent per year.

Property that declines in value may be reassessed at the lower market value. Property is reassessed to current full value upon a change in ownership (with certain exemptions). Property tax revenue is collected by counties and allocated according to state law among cities, counties, school districts and special districts.

Property Tax: How Much Goes To The City?

On average, a California city resident's property tax revenues are distributed as follows:

58%	- State/Schools
15%	- Counties
18%	- Cities
9%	- Special Districts

The share of property tax revenue allocated to a city varies depending on a variety of factors, including:

- The service responsibilities of the city (for example, if fire services are funded and provided by a fire district, then the district gets a portion that would otherwise go to the city);
- The presence of a redevelopment agency, which retains a portion of revenue growth; and
- The historic (1980) tax rates of the city in relation to other local taxing entities.

Of course, local assessed property values also affect revenue levels. Property tax revenue accounts for 20 percent of general revenue for the average full-service city. For cities that do not fund fire service, property tax revenue represents 15 percent of general revenue, on average.

Motor Vehicle License Fee (VLF) - The Motor Vehicle License Fee (VLF) is an annual fee on the ownership of a registered vehicle in California, in place of taxing vehicles as personal property. The VLF fee is charged by the DMV in addition to other fees, such as the vehicle registration fee.

Since 1948, the VLF tax rate had been 2 percent. In 1998, the Legislature and governor began cutting the tax, backfilling the loss to local governments with a like amount of state general fund money. The effective rate is now 0.65 percent. Consequently, about one-third of the VLF revenue is from actual VLF paid by vehicle owners, and two-thirds is from the state general fund backfill.

The VLF provides nearly \$4 billion in combined annual revenues to cities and counties. About three-fourths of the VLF funds are sent to local governments and can be used for any spending purposes. The remaining quarter of VLF revenue is restricted for funding “realignment” programs (various health and social services programs).

Most of the allocation to cities is based on population and provides 16 percent of general revenues to the average city budget, and often as much as 24 percent, making it local governments’ third largest source of general purpose tax revenues (after property and sales taxes). Proposition 47, passed by the voters in 1986, constitutionally guarantees that VLF revenues are sent to local governments. However, the state retains authority over both the amount of revenues that are collected and the method of their distribution. As such, the Legislature holds the authority to alter the level of VLF revenues.

Business License Tax (BLT) - Most cities in California levy a business license tax. Tax rates are determined by each city, which collects the taxes. In all cases, cities have adopted their tax as a general tax. On average, the business license tax provides about 3 percent of city general revenue, and often as much as 6 percent.

Transient Occupancy Tax (TOT) - Like the business license tax, TOT may be levied by a city under the police powers granted cities in the state constitution. More than 380 cities in California impose TOT on people staying for no more than 30 days in a hotel, inn or other lodging facility. Rates range from 4 to 15 percent of the cost of the lodging. In nearly all cases, cities have adopted these as general taxes, but some cities make a point of budgeting the funds for tourism or business-development-related programs. The TOT provides 7 percent of a city’s general revenues on average, and often as much as 17 percent.

Utility User Tax (UUT) - More than 150 cities, collectively representing a majority of the state's population, impose a utility user tax. UUT rates vary from 1 to 11 percent and are levied on the users of various utilities, depending on the local ordinance and including telephone, electric, gas, water and cable television. For those that impose the UUT, it provides an average of 15 percent of general revenue, and often as much as 22 percent.

Enterprise Service Charges and Fees - Service-fee supported city utilities and enterprises constitute a substantial portion of most city budgets. These include water, sewer, electric, solid waste, harbor/marina and airport services. In some cities, a public or private agency other than the city provides and funds these services.

Proposition 13

California Constitution Article XIII A (known as Proposition 13) was passed by voters in 1978 to give taxpayers protection from property taxes, effectively slashing the number one source of local funding. The result cut local government property tax revenues by 60%. Further, it froze tax rates and gave power to state government to allocate property taxes.

In the midst of the recession in the early 1990s, the cash strapped state legislature exercised its Prop. 13 tax allocation powers to take local property taxes to fund schools. Consequently, city property tax shares were cut an additional 24%.

Proposition 13 produced the following results:

- Elderly and low-income homeowners' tax burden has decreased;
- Similarly situated properties are taxed differently;
- Local government property tax revenues were cut by 60 percent;
- Personal income is higher as a result of reduced property taxes. Revenue windfalls from personal income tax produce \$1 billion for the state and \$1.6 billion for the federal government annually;
- Cities and counties raised user fees and local taxes;
- The authority to allocate local property tax shifted to the state;
- Counties and schools (especially) rely more heavily on the state general fund and a commensurate shift in power;
- Cities rely more heavily on other general revenues, including locally imposed taxes and the sales and use tax; and
- Tax rates/shares (from 1980) are now out of sync with service demands.

Proposition 98

Proposition 98, enacted in 1988 as the “Classroom Instructional Improvement and Accountability Act”, is a voter-approved amendment to the California Constitution which protects K-12 education from cuts in state funding. Prop. 98 ensures that schools enjoy a large share of any increase in state revenues.

ERAF (Education Revenue Augmentation Fund)

In the early 1990s, the state experienced a recession and budget deficit. To offset its fiscal shortfall and meet its obligation to fund education at specified levels under Proposition 98, the state enacted legislation that shifted partial financial responsibility for funding education to local government, a state action that was enabled by a provision of Proposition 13. This was accomplished by shifting the allocation of local property tax revenues from local government to “Educational Revenue Augmentation Funds” (ERAFs), directing that specified amounts of local agency property taxes be deposited into these funds to support schools, thereby relieving some of the state general fund obligation for school funding.

In fiscal year 2002-03, the annual impact of the ERAF shift shortstopped some \$4.9 billion from the cities, counties and special districts. In its first ten years from inception, the ERAF shift deprived local governments of more than \$39 billion, with counties bearing some 76% and cities 16% of that shift. The state has provided some funding to local government to mitigate ERAF, however the vast majority of these funds are earmarked for particular purposes, with a relatively small portion of these funds going to cities.

Today, the ERAF shift continues to dramatically affect city revenues and the fiscal health of cities:

- In FY 2002–03 this is, in effect, a \$4.9 billion shift of city, county and special district revenue to the state general fund;
- City property tax shares are reduced by an average of 24 percent; and
- Prop. 172 and Citizens’ Option for Public Safety (COPS) grants return only about 28 percent of the city revenue lost due to ERAF.

Proposition 172

In 1992, California voters approved Proposition 172 (known as the “Local Public

Safety Protection And Improvement Act of 1993"), which provided sales tax funding for police, fire and other public safety programs. Prop. 172 funds provide only \$2.6 billion annual to local government, leaving an approximate 50% annual net in the ERAF gap

Proposition 218

In November 1996, voters enacted Proposition 218, a Constitutional amendment which controls how general taxes are levied and requires certain previously levied taxes to be ratified by voters.

Prop. 218 reduces all taxes to either general taxes or special taxes. It defines a general tax as "any tax imposed for general governmental purposes." A special tax is "any tax imposed for specific purposes. No local general tax may be imposed, extended, or increased until it has been submitted to and approved by a majority of the voters in the jurisdiction. Tax proposals can only be considered at scheduled general elections, unless the governing body of the city, county, or special district unanimously votes to place the question on the ballot at a special election.

Trends in California City Finance

The following list summarizes trends in California city finance:

- Decline of property tax revenue due to Proposition 13 and ERAF. In 1976, property tax revenues provided 15 percent of total city revenues; in 2000, they provided only 7 percent of total city revenues;
- Decline of state and federal aid to cities. State and federal money to California cities is down from 21 percent in 1974–75 to 13 percent today;
- Decline of sales tax base due to a shift toward a service-oriented economy and increasing Internet and catalog retail sales;
- State intrusion into local policy, including unfunded mandates;
- Limitations on taxes and fees that cities can impose, driven by Prop. 13, Prop. 218 and other state laws;
- State population growth is higher in cities;
- Cities must respond to citizens' demand for a greater array of services that bring with them additional costs and new challenges (high tech, cable, transit, etc.);
- Public safety spending is up; and
- Infrastructure improvements and maintenance are lagging.



The following related links are available in the “Attachments” section:

- Read “A Primer on California City Finance” from the League of California Cities’ Western City Magazine, November 2002.
- ERAF (Educational Revenue Augmentation Fund) Fact Sheet
- VLF Primer

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THE POWERS AND LIMITATIONS OF A CITY

In 1879, the California Constitution was amended to grant local jurisdiction the five basic aspects of home rule. They are:

1. Cities may enact any local police, sanitary and other ordinances and regulations that are not in conflict with general law of the state.
2. The state may not enact special laws that affect specific cities.
3. The state shall not impose local taxes, but instead keep its taxing authority restricted to state purposes on an across-the-board basis.
4. Cities may establish, purchase and operate municipal utilities to provide their residents with light, water, power, heat, transportation and means of communications.
5. Charter cities may exercise exclusive jurisdiction over “municipal affairs”.

Cities are granted many express powers in statute. They also have the implied power to do everything necessary to implement an express power.

Over the years, limitations have been imposed by statute and case law upon these home rule powers. The following are some of the important restrictions:

1. Limitations on Secrecy

The Brown Act. Drafted by the League and signed into law by the governor in 1953, the Ralph M. Brown Act provides that no city board -- whether the city council, the library board, the park and recreation commission or any other commission or official committee thereof -- shall hold any meeting other than a duly called and regularly held public meeting; notice of which is provided either by ordinance or resolution, or special call, or by adjournment of a prior meeting.

A “meeting” takes place whenever a quorum is present and official business is conducted or city matters are discussed. Closed meetings may be held only in limited situations, which are specified in statute, such as labor, personnel and litigation sessions.

The Brown Act also generally provides action may only be taken on items on the agenda posted for a prescribed period prior to the meeting. However, action may be taken on some limited items, which come up after the agenda has been posted if

approved by four-fifths vote.

The Brown Act is covered in greater detail elsewhere in this Guide.

The Public Records Act. This law provides all public records are available to any interested citizen and may be inspected at any reasonable time at the city clerk's office. As with the Brown Act, there are expectations to this rule that are specified in the Public Records Act. These include some police and personnel documents and documents protected by attorney-client privilege.

2. Limitations Upon Official Action

Public Purpose. All public funds must be expended for public or municipal purpose and there may not be a "gift" of public funds for a private purpose. The taxpayers' monies cannot be diverted into projects other than those that serve a public or municipal purpose. An improper expenditure (not authorized by law) may result in personal liability of the individual council member.

Expenditure Limitations. The legislature, or the electorate through constitutional initiatives, may impose spending limitations. At present, there is a limitation in effect, which restricts the expenditure of most revenues to the 1978-79 fiscal year plus or minus cost of living and population changes.

The limitation now in effect may be relaxed by vote of the electorate or through the use of funds not subject to the limitation.

Debt. A city may not contract to expend in any fiscal year in excess of current revenues plus reserves. A city has no power to incur a present debt in excess of its present liability to pay, and thus cannot purchase property on an installment plan or on conditional sales contract. Financing must be accomplished through assessment district bonds, non-profit corporations, joint powers authority bonds, lease-purchase options, lease-leaseback, redevelopment agency bonds, short-term borrowing or other specially authorized bonds.

Eminent Domain. The power of eminent domain or condemnation is the right to take property for public purposes, for example, to build a city hall or acquire a park. Property, however, may not be taken unless the owner is paid the fair market value for the property in case, plus relocation expenses. Conversely, whenever the city intentionally or inadvertently takes or damages private property,

or exacts it as a condition to a permit (unless justified under the police power), it must pay fair value.

Preemption. A general law city must comply with general laws of the state and therefore cannot make any rule or regulation which conflicts with or duplicates state law, or conflicts with policies or regulations of the state. Charter cities are less subject to preemption in areas the courts have determined to be “municipal affairs.”

Due Process. In all procedural functions of local government, whether legislative, administrative or quasi-judicial, the council must accord due process to the citizens. This term is not subject to precise definition, but in general means conforming to fundamental principles of justice and constitutional guarantees. Unfair determinations, such as bias, predetermination, refusal to hear one person’s side, failure to explain the basis for council action, and so on, are examples of failure to accord “procedural due process” and may invalidate some kinds of council action. “Substantive due process” means city action may not be arbitrary or capricious and must promote legitimate municipal purposes.

Reasonableness. Implicit in every constitutional statutory and judicial authorization is the recognition that every action of municipal government based thereon must be reasonable from both the standpoint of accomplishing a municipal purpose and from the counterpoint of preventing unnecessary restrictions. In other words, no municipal action can be arbitrary or excessive in scope. This is also sometimes referred to as substantive due process.

The primary responsibility for determining the reasonableness of city action lies with the city council. However, the courts have jurisdiction to remedy confiscatory, abusive or capricious action.

Procedural Requirements For Certain Kinds of Action. The legislature has determined many activities which local government might otherwise undertake may be pursued only according to strict procedural requirements. For example, zoning decisions require hearings. Assessment district formation involves a whole series of notice requirements, hearings, and opportunities to protect and, in some instances, votes. Major public works construction typically involves a bid procedure and almost all public or private projects over which the city has discretion must be preceded by an environmental review. Failure to follow such rules will usually invalidate the action taken.

Redelegation. A delegated duty may not be re-delegated, and the city council—having been delegated the power to perform legislative functions, may not in turn redelegate that authority to a different agency without the consent of the electors or the legislature, or without reserving the right of final appellate review. Unless specifically restricted, a delegation of administrative functions with appropriate standards is proper.

Environmental Impact. State laws require the city to conduct an environmental review before undertaking any public project or approving discretionary private projects. If the environmental review discloses a reasonable probability the project will have significant environmental impacts, an environmental impact report (E.I.R.) must be prepared. Failure to comply with the procedural requirements for environmental review or failure to properly consider the environmental consequences of a decision may invalidate the decision.

General Plan. State law requires cities (with the exception of some charter cities) to adopt a comprehensive general plan to govern the physical development of the city. The general plan must contain seven mandatory elements relating to land use, circulation, housing, conservation, open space, noise and safety. The city has the option of adopting additional elements. The elements of a city's general plan must be internally consistent. Other city actions must also be consistent with the general plan.

3. Limitations on Personal Activities (Conflicts of Interest)

Incompatibility of Office. No city council member may occupy two different public offices at the same time, if the offices are incompatible one with the other. Generally speaking, offices are incompatible if they subject the officeholders to conflicting obligations and loyalties. For example, it would be impossible for a council member to serve also as a city manager or city treasurer. Likewise, a council member cannot hold any other office in a different public agency if the two positions are incompatible.

Use of Public Property. No public officer may use public staff, property, equipment or facilities (for example, city automobiles and city stationery) for a personal or private use purpose. The law books are replete with cases where individual public officers have been reprimanded, fined or even imprisoned for use of public property for private (including personal political) purposes.

Binding Future Councils. A basic rule of municipal law is one city council cannot forever tie the hands of future city council with respect to legislative enactments; no ordinance passed by one city council may remain beyond the repeal or amendment of a future city council. Each council is elected by the people to serve the needs and desires of the people at that time, and cannot be restricted, from a legislative standpoint, by prior council action. A council may, however, enter into certain long-term contracts such as leases, cable television franchises, or rubbish contracts, provided there are not antitrust (anti-competitiveness) problems.

4. Reserved Rights

Recall. The people have the right to recall any elected representative not fulfilling their desires. Naturally, the processes of recall are somewhat difficult, in that public officers, once elected, should not be indiscriminately recalled; but if, at any time, the voters present a petition containing the requisite number of signatures to oust an elected official, a recall election must be held. The number of signatures required varies according to the number of registered voters in the city.

Referendum. The right of referendum is one of the most important rights reserved to the individual electors. It guarantees that at any time more than 10 percent of the electors do not approve of a (non-urgent) legislative regulation, that 10 percent, by filling a petition within 30 days, may demand that the proposed regulation be submitted to the electorate for a majority vote of approval or disapproval. Exempt from referendum are certain tax measures, administrative decisions, and regulations of statewide concern or cases where the city is acting as agent for the state.

Initiative. This is the reciprocal of referendum and is the vehicle by which the electors can, by 10 percent petition, force an election to pass a law, which the city council has for one reason or another refused to enact.

Taxpayer's Suits. If at any time a taxpayer believes the city council or any board or commission thereof is improperly expending public funds or violating any law, that taxpayer may seek an injunction to stop the proposed action or compel the individual city council members to reimburse the treasury the amount of the inappropriate expenditure.

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BROWN ACT

The Ralph M. Brown Act was enacted by the Legislature in 1953 to ensure that the deliberations as well as the actions of local public agencies are performed at meetings open to the public and free from any veil of secrecy. Beginning at Government Code Section 54950, it contains a myriad of detailed and technical requirements governing the conduct of meetings of governing officials.

In essence, the Brown Act states that all meetings of the legislative body shall be open and public, and all persons shall be permitted to attend any meeting of the legislature, except as otherwise provided.

What is a meeting?

Any gather of a quorum, no matter how informal, is a “meeting” within the meaning of the Brown Act, if official business is discussed.

The Brown Act does not apply to: a) individual contacts between a member and any other person, b) attendance by a majority at a conference or similar gathering open to the public that involves a discussion of issues of general interest, provided a majority of the members do not discuss business of a specified nature, c) attendance by a majority at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided a majority of the members do not discuss business of a specified nature, d) attendance by a majority at a purely social or ceremonial occasion, provided a majority of the members do not discuss business of a specified nature.

Special Meetings

A special meeting may be called at any time by delivering personally or by mail written notice to each member of the legislative body and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered and shall be received at least 24 hours before the time of the meeting as specified in the notice. No other business shall be considered at these meetings by the legislative body. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. Notice shall be required regardless of whether any action is taken at the special meeting.

“Action taken” means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members to make a positive or negative decision, or an actual vote by a majority of the members when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

Closed Sessions

Agenda items may be discussed in Closed Session under certain limited circumstances. For instance, a legislative body may meet in Closed Session to consult with its attorney regarding litigation which is pending, or to discuss matters with its attorney if there is significant exposure to litigation. Closed Sessions shall be publicly announced or stated on the agenda.

Penalties

Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of the Brown Act, with wrongful intent to deprive the public of information to which it is entitled under the Brown Act, is guilty of a misdemeanor.

Issues involving potential Brown Act issues shall be referred to the City Manager/Administrator for consultation with the local City Attorney or County Counsel.



The following related link is available in the “Attachments” section:

- Read the Ralph M. Brown Act in its entirety

CONTRACT CITY VS. FULL SERVICE (INDEPENDENT) CITY

Almost one-third of all California municipalities are considered “contract cities”. However, in the last 50 years, the contract city model has been the only viable model for most communities wanting to exert local control. Consequently, over 80% of all cities formed in the last 50 years have adopted the contract city model. Why?

There are more than 115 cities in California that would be clearly identified as contract cities by virtue of the major regional services (e.g., law enforcement, fire protection) they provide to their communities on a contract basis. The number is growing annually, as the cost of local government increases beyond the feasible economic reach of many so-called “Full Service” cities, making the economy and efficiency of the contract system more obvious and essential to the continued existence of local government. But in another context, virtually every city in California is a “Contract City” to a greater or lesser degree. The measure of difference between them is constantly narrowing.

A “full service” city, sometimes referred to as an “independent” city, provides the majority of its major municipal services (most notably police and fire) internally. A “contract city” generally provides those services through contractual arrangement with another service provider (generally the County). The use of the terms “full service” city, or “independent” city, are actually misnomers as all incorporated municipalities are governed by local home rule. Additionally, they are all obligated to provide for their own municipal services. The difference is merely that contract cities choose to contract for various services as a means of achieving greater cost efficiency. However, even full service or independent cities contract for the provision of some of their local services.

As the “full service” cities move more and more into contract services (e.g., tax assessments and collection, health services, jail services, specialized detective services, crime lab services, library services, etc.) and contract cities find that certain services are best provided “in-house” by their own city staff (e.g., parks & recreation, certain engineering services, planning & zoning, etc.), the difference in actual governmental operation between contract and full-service cities begins to narrow almost to the vanishing point. The most notable distinction lies in the provision of law enforcement services, generally the most expensive of all municipal

services.

Rising costs of government, as already mentioned, are forcing more and more cities to recognize the contract city philosophy, and virtually every newly incorporated city coming up in California in recent years has incorporated under the contract plan. And they are finding that regional contract services do not destroy home rule or erode local government's control over the affairs of their local community.

The contract city model offers tremendous flexibility in meeting the changing needs of a community. This model also provides the best method of responding to difficult times such as economic downturns. A contract city is able to meet changes in services demands quickly and efficiently by simply fine-tuning service contracts. This flexibility makes contract cities much more cost effective and responsive to resident's needs.

The contract city model takes advantage of regional services that are already in place, such as county fire, police and library services. Law enforcement is usually every city's top priority and is the most costly municipal service. Contracting for law enforcement is cost effective and offers cities a wide array of crime fighting tools. Most police departments in independent cities simply cannot afford to have their own helicopters, SWAT teams and other important but expensive services. Nor can they develop the expertise to provide a variety of specialized investigative services, such as homicide investigation, arson/explosives, etc. Most rely on the Sheriff's Department for these specialized services. And it is not uncommon for independent cities to explore the possibility of eliminating their own police departments to contract for police services. In fact, contracting for fire services is even more common. Between 1995-2000, six cities eliminated their fire departments and contracted with the County for fire services.

It finally evolves down to where the distinction between a contract and non-contract city becomes one of a philosophical point of view. Under this definition, a contract city is one that believes that certain major services are more economically and efficiently provided on a regional basis; and that regional services, unlike regional government, do not eliminate or erode local control or the home rule concept. The independent city remains one that clings to the idea that true home rule or local control exists only with a full-service city even though there are virtually no truly full-service cities remaining in California today.

Currently, about 45% of all cities in Los Angeles County contract with the Sheriff's Department for law enforcement services. Additionally, about two-thirds of all

cities contract with the Los Angeles County Fire Department for fire services.

Excerpted from "The Contract City Model: Right for California", prepared by California Contract Cities.



The following related link is available in the "Attachments" section:

- The Contract City Model: Right for California

WHO DO YOU WORK FOR – THE COUNTY OR THE CITY?

The common question among station commanders is “Who do I *work* for, the Sheriff’s Department or the City?” A more specific question, perhaps, is “Who do I *report* to?” The short answer is...both. While it is true that you are ultimately responsible to only one “boss”, the station commander’s role in the contract city relationship requires a great deal of flexibility. Ultimately, you work for the Sheriff of Los Angeles County. Yet, your role as a contract city station commander conveys to you the responsibility to represent the Sheriff by serving as the chief law enforcement officer within specific communities.

Your relationship with your contract cities should resemble that of independent police departments where police chiefs are city department heads. As with any city department head, the Station Commander reports to the City Manager, and the City Manager reports to the elected Council Members. Any requests or inquiries should be reported to the City Manager to not only keep the City Manager informed, but to allow the City Manager the opportunity to involve appropriate city staff as needed. As the City Manager is held accountable for running the day-to-day city operations, it is crucial that he or she be kept apprised of council contacts and requests.

The relationship between the station commander and the city manager is crucial to the health and effectiveness of the contract relationship. Pursuant to the Municipal Police Services contract with each of our contract cities, the station commander serves as the city’s “chief of police” on behalf of the Sheriff. The Police Chief of an independent police agency is a city department head, reporting directly to the city manager. Similarly, the Sheriff’s Station Commander serves in the same capacity and is directly responsible to the contract city manager for that community’s law enforcement issues. In most instances, city functions and responsibilities should take precedence over Departmental functions. In the contract relationship, the city manager is the functional “boss” of the station commander relative to the delivery of city services.

In the unlikely instance that a city manager makes a request or provides direction which contradicts Departmental policy, it should be brought to the city manager’s attention. A discussion should ensue regarding the intent of the city manager’s request as an appropriate alternative can generally be agreed upon. However,

should a city manager's request ultimately be deemed inappropriate, the station commander should consult with the concerned area commander.

WHO NEGOTIATES SERVICE LEVEL CHANGES?

The Station Commander is responsible for negotiating service level changes. Service level changes may result from the need to either increase or decrease police services in response to changing service factors, or in response to financial demands within the city.

There are no “off the shelf” criteria used when negotiating service level changes. However, it is the Station Commander’s responsibility to measure patrol staffing needs in relationship to workload, as well public perception and political factors within the city.

The most effective method to assess staffing needs is from the bottom up. This method looks at what staffing should be based on the total amount of work, the work each person is doing, and the level of performance that the work is supposed to achieve.

Patrol Staffing Assessment

While the following criteria may be useful in determining appropriate patrol staffing levels, they have varying degrees of significance.

1. Officers per Thousand Population. This criterion can easily be mistaken as the basis for determining the overall staffing. However, it ignores population and workload characteristics. This method is only useful as a rough measure of what a community has already decided to spend on law enforcement.
2. Levels of Reported Crime. Crime problems are only a portion of the service demands. Non-crime related calls and observations can account for a significant portion of police activity. This does not consider citizen expectation.
3. Number of Calls for Police Service. This captures a more complete picture of patrol workload. However, you must not ignore the differences between calls. Some take more time to complete; others may require more than one car to respond, while other may require longer travel times.

4. Measuring time spent by patrol personnel on calls for service and other work. Methods that base staffing on the amount of time needed to respond to citizen calls for service come closest to measuring patrol workload accurately. Information captured in the CAD system can account for time spent on various activities.
5. Modeling the flow of calls for service. Computerized systems can employ theories which determine the effects of a variety of factors on patrol by projecting potential response time to emergency calls and levels of patrol time that will be available at various time of the day based on previous activity.

Perhaps the best method of determining service levels is by developing performance goals based on several criteria, such as:

- “Calls for service” time per car
- “Calls for service” and observation activity time per car
- Uncommitted patrol time per car
- Percent of time all cars are busy
- Average number of free cars
- Average number of “calls waiting”
- “Calls waiting” delay by call priority
- Travel time by call priority
- Response time by call priority

The Station Commander and City administrators choose the performance goals and the desired level of performance. For instance:

- Average response time to emergency = 3.5 minutes
- Average response time to routine call = 20 minutes
- Average patrol time per car = 120 minutes
- Average number of calls per car = 15 calls

POLITICAL NEUTRALITY

It is crucial for station commanders to remain politically neutral as they carry out their responsibilities. Any indication of political bias or favoritism will undermine your credibility for impartiality, as well as the Sheriff's Department's credibility. This should not be construed as discouraging unit commanders from developing and maintaining friendly and professional relationships with elected officials and staff. But such relationships should apply to each and every city official, staff or resident.

Why political neutrality? It is perhaps best explained in this article by Elizabeth Kellar, Deputy Director of the International City/County Management Association (ICMA). While the message is directed toward city managers, it is generally applicable to station commanders as well.

Why Political Neutrality?

Political neutrality helps protect a local government manager's reputation for fairness and impartiality. One city manager was censured for publicly criticizing the actions of a group of council members who were running for reelection. He gave little thought to the fact that the group he criticized was from one political party, or that the opponents would see his statements as partisan favoritism. He argued that he had "praised and criticized both Republicans and Democrats on an issue-by-issue basis." The city manager's credibility for impartiality was further undermined by the fact that he had served as the chairman of a political party—not surprisingly, the same political party that sought to unseat the council members he had criticized.

As one manager has reflected, "Tempting though it may be to wish to support candidates who are sympathetic to the issues of local government management, candidates may have a wider manifesto. By supporting particular candidates, the member could be seen by the public to be endorsing publicly a candidate running in a series of campaigns of which local government management is only one. In my view, the safest course is to follow the guideline on elections to the letter and not be involved personally or with an organization which campaigns for candidates for the state legislature."

Elizabeth Kellar, Deputy Director, ICMA

SHERIFF'S PERSONNEL SERVING ON CITY COUNCILS

Over the years, the State Attorney General has rendered opinions regarding the issue of whether or not a deputy sheriff can serve as a council member and enter into a contract for the sheriff to provide police service to the city. In opinion No. 00-706, dated October 23, 2000, the California State Attorney General rendered the following opinions:

- A person may serve simultaneously as a deputy sheriff and a city council member. Under the *Incompatible Offices Doctrine*, a person is prohibited from simultaneously holding two public offices if the performance of the duties of either could have an adverse effect on the other. The position of deputy sheriff is not, for purpose of the incompatible offices doctrine, a public office. Rather, it is considered employment. Therefore, holding these positions simultaneously is not precluded by common law doctrine.
- A city council, one member of which is a deputy sheriff, may enter into a contract with the sheriff to provide police services to the city, provided that the interest of the deputy sheriff is disclosed to the council and noted in its official records, and the deputy sheriff completely abstains from any participation in the matter. The purpose of this is to eliminate the appearance of impropriety.

In summary, a person may serve simultaneously as a deputy sheriff and a city council member of a contract city, however may not vote on contract law enforcement issues. Such members should consult with their local City Attorney.

LIABILITY TRUST FUND (JOINT INDEMNITY AGREEMENT)

In 1977, the Board of Supervisors established the Liability Trust Fund, managed by the Los Angeles County Counsel, to provide insurance coverage for general liability claims arising from services to contract cities. The Trust Fund is financed by a “surcharge” on contract city services fees which is deposited into the Fund. The Fund operates on a current-cost financing basis. The liability surcharge is 6% for Sheriff services and 3% for all other County contract services.

When the contract cities became concerned that the County was not doing enough to control liability claims and payments, a Liability Trust Fund Oversight Committee was established by the contract cities. The Oversight Committee is separate and distinct from the County and represents the cities in their review of contract city claims and litigation arising from both Sheriff and non-Sheriff services. The Oversight Committee consists of elected official representatives from each of the field operations regions.

While County Counsel is responsible for management of the Trust Fund and for overseeing the claims management and litigation defense processes, a Memorandum of Understanding (MOU) between the CAO, the Sheriff and the Contract Cities Association allows the Oversight Committee to participate in the claims and trust fund management processes.

Some contract positions do not have the liability surcharge attached to the cost. This applies to those positions which serve to reduce exposure to liability risk or do not expose the County to liability risk.

There are three differing agreements which currently exist, referred to as the “1977 Assumption of Liability Agreement” and the “1991” or “1994” Joint Indemnity Agreements. Most contract cities approved and are covered under the 1977 agreement. A handful of contract cities are covered under the 1991 agreement. None of our contract cities are covered under the 1994 agreement.

In 1998, some of our contract cities endorsed an effort to create an independent claims management process that would be solely managed by the contract cities through contract with the California Joint Powers Insurance Authority (JPJA). Referred to by the acronym “SAFER”, this concept found insufficient support from

the contract cities after the County implemented changes that enhanced the management of contract city liability. SAFER has taken on a modified role as an overseer of the Liability Trust Fund process; however the contract cities that wish to participate in this non-mandatory arrangement must pay a small fee directly to JPIA.

The County of Los Angeles is self-insured and provides liability coverage against general liability claims by Sheriff's personnel in unincorporated areas.

CITY ASSOCIATIONS AND EVENTS

There are several organizations to which our contract cities may belong. These organizations exist to benefit the interests of the cities, through promoting special interest legislation, protection of local revenue, and various local rule issues.

League of California Cities

The League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. Founded in 1898 on the principles of local control and interagency cooperation, the League has grown from a handful of public officials to include the voluntary membership of all of California's cities, numbering almost 500. All of California's cities are members of the League, including our own contract cities.

League services include legislative advocacy on behalf of cities, both in Sacramento and Washington, DC; educational programs and materials on subjects of concern to city officials; a research and information exchange to help officials perform their duties more effectively, and legal assistance to city attorneys in guiding their agencies in the intricacies of the law. These services are available to all city officials, elected and appointed, simply by contacting the League.

Vision: To be recognized and respected as the leading advocate for the common interests of California's Cities.

Mission: To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

The League's core beliefs are:

- Local self-governance is the cornerstone of democracy
- Our strength lies in the unity of our diverse communities of interest
- In the involvement of all stakeholders in establishing goals and in solving problems
- In conducting the business of government with openness, respect, and civility
- The spirit of public service is what builds communities
- Cities are vital to the strength of the California economy
- The vitality of cities is dependent upon their fiscal stability and local autonomy

- The active participation of all city officials increases the League's effectiveness
- Focused advocacy and lobbying is most effective through partnerships and collaboration
- Well-informed city officials mean responsive, visionary leadership, and effective and efficient city operations

The League of California Cities holds regional meetings on the first Thursday of each month. Station commanders should check with their city manager regarding the necessity to attend League functions with their city.

Website address: www.cacities.org

California Contract Cities Association

The most notable organization, in which the Department is most active, is the California Contract Cities Association (CCCA). The CCCA is an organization of those cities in California that have embraced the contract system for providing major municipal services (such as police services, fire services, animal control, public works, and/or building and safety) for their communities, rather than maintaining full services within their own city government structure. The CCCA's philosophy is that contracting for these services is a more economical, efficient way of providing municipal services.

The primary purpose of the California Contract Cities Association is:

- To serve cities contracting for the performance of municipal services
- To serve as their rallying point for the achievement of all things necessary, proper and legitimate for the common good and welfare
- To take appropriate action on problems involving cities contracting for the performance of services
- To seek out the facts concerning the problems of contractual cities as they arise, and if necessary, to represent and intercede on behalf of the members of the CCCA to the end that such problems be speedily and justly concluded
- To assemble, examine and study all pertinent information pertaining to the cost of the performance of municipal services, the level of services so supplied, and to take appropriate action thereon when fully advised in the premises.

Though a statewide organization, the vast majority of its members are our own contract cities in Los Angeles County. The reason for this concentration is more historical as Los Angeles County has pioneered contract services. Los Angeles

County government has been influenced by and oriented toward providing contract services, so the concentration of numbers has rested in this County. However, the CCCA continues to grow elsewhere as contract services grow statewide.

The California Contract Cities Association hosts regular **Board of Directors** dinner meetings, generally on the 3rd Wednesday of each month (excluding January and July when no meetings are held). Station Commanders and Field Operations Region executives are encouraged to attend with their cities. There is normally a modest cost for dinner. This cost is a direct expense to the attendee, unless paid for by their contract city.

In January of each year, the CCCA hosts a **Legislative Trip** to Sacramento. The purpose of this event is to allow the various CCCA committee members to meet with state legislators regarding contract city issues and legislation. Station commanders and executives need only attend if requested by their contract city, or if special needs or interests arise. The Contract Law Enforcement Bureau attends this event as the Department's representative.

Twice each year, the CCCA sponsors a seminar that spans 2-3 days. The **Annual Municipal Seminar** (usually held in the Palm Springs/Indian Wells area) is held each May. Due to the large attendance and scope of this conference, station commanders and Department executives are *strongly* encouraged to attend this event with their respective cities. The **Annual Fall Seminar** is generally held in September. While station commanders and executives are encouraged to attend, this is generally a smaller conference. Funding for attendance at these events is described in the section entitled *Funding for Attendance - CCCA Conferences*.

The **Contract Cities August Board of Director's Dinner Meeting** (held on the third Wednesday of each August) is a Contract Cities Association event. However, the Sheriff's Department "hosts" the event, with the Contract Law Enforcement Bureau being responsible for its planning and coordination (except the meeting agenda). Contract Law Enforcement Bureau funds the event through corporate sponsorships and ticket sales. All Department members are encouraged to attend this event, as it reflects our enthusiastic support for our contract cities. The admission fee is a direct expense to the attendee, unless paid for by a contract city.

Funding for Attendance - CCCA Conferences

Station commanders, Field Operations Regions command staff, and Department executives are strongly encouraged to attend the CCCA annual Municipal

Conference each May as a show of support for our contract cities.

Funding to attend the CCCA's annual Municipal Seminar was discussed by the Budget Authority on March 24, 1999. During that meeting, the Budget Authority approved the motion that *"...the Department has an obligation to pay for attendance at the contract cities seminar by chiefs, commanders, captains, and certain selected items that are impacted, through divisional budget allocations or, when funding is not available, through funds identified by the Budget Authority."*

Generally, our contract cities pay the cost of attendance for their unit commander and, often, certain special assignment personnel (i.e. service area managers). Additionally, some of our cities pay the cost for attendance for their Field Operations Chiefs, Commanders and Executives as well, though not always the case. If an attendee is not sponsored by a contract city, the attendee's unit of assignment should pay the cost for attendance. Units unable to fund attendance for the appropriate personnel from unit travel/training funds should seek funding from their respective Division Headquarters. If Division Headquarters is unable to fund unit level attendance, the funding request should be presented to the Budget Authority to identify potential funding.

Website address: www.contractcities.org

Independent Cities Association

The Independent Cities Association (ICA) is comprised of member cities that provide their own major municipal services without the benefits of contracting. Many of our contract cities also belong to the ICA. Sometime referred to as "full service" cities, they too contract for some portion of their municipal services.

The Independent Cities Association meets monthly. Station Commanders should only consider attendance if their contract city is an active participant in the ICA.

The ICA hosts two annual seminars (generally in February and July). Station Commanders should only consider attendance if their contract city is an active participant in the ICA. Contract Law Enforcement Bureau staff attends these Conferences as representatives of the Sheriff's Department.

Website address: www.icacities.org

City Manager Conference

The annual City Manager/LASD Manager Conference, held each January, is a Sheriff's Department event that is fully planned and organized by the Contract Law Enforcement Bureau. Attendance by Department members is generally restricted to Department executives, region headquarters executives, station commanders, and members crucial to the provision of contract city services. City staff attendance is open to city managers and appropriate city staff identified by the city manager (i.e. Assistant City Manager, Public Safety Director). Contract Law Enforcement Bureau provides funding for all attendees. No travel/training requests are necessary and no unit funds are required.

Schedule of Events

The following list is a general schedule of events affecting our contract cities (though dates may change):

January	CCCA Sacramento Legislative Tour (2 days) LASD City Manager Conference - sponsored by LASD (2 days)
February	ICA annual Winter Seminar (2 days)
May	CCCA annual Municipal Conf. (3 days)
July	ICA annual Summer Conference (3 days)
August	CCCA contract cities "Barbecue" (hosted by LASD)
September	CCCA annual Fall Seminar (2 days)

The CCCA Board of Director's Meeting is held on the 3rd Wednesday of each month, excluding January and July when no meetings are scheduled.



THE “HOW TO” OF CONTRACTS

RULE #1

***If we don't take care of the customer,
somebody else will.***

The importance of customer satisfaction is paramount to any successful service provider. When a service provider begins to ignore its customer's concerns, the customer will likely explore other service alternatives. However, our goal should not just be *customer satisfaction*; it should also include creating *customer loyalty*. While our clients want cost effectiveness, they also want *service*. If they don't get it, they will look for it elsewhere. We are not the only contract service provider available. Remember, alternatives *do* exist.

RULE #2

Never no. Always know.

Never automatically say “**no**” to a city official’s request. While the request may initially appear inappropriate, **always** strive to **know** what it is they are trying to achieve. You will usually find that the city official does not know the proper laws, procedures, policies or practices to accomplish an appropriate goal. It then becomes our responsibility to find and navigate the appropriate routes to help the city achieve its municipal goals.

CONTRACT CITY ELECTIONS

Each Contract City is involved in a number of elections. Each of these elections requires the following Departmental notifications.

Pre-Election

Once the deadlines for ballot measures and candidacy eligibility have passed, submit a memorandum to the Unit Commander of the Contract Law Enforcement Bureau within 5 days with the following information:

1. Any issues regarding law enforcement on ballot.
2. A roster of all candidates should be compiled and maintained at the Station with a copy forwarded to Contract Law Enforcement Bureau. This roster should include the candidate's full name, gender, age, and any special information, e.g., "Sheriff's Lieutenant assigned to Lomita Station," or "Attorney - American Civil Liberties Union."

As additional information is received, updates should be provided to Contract Law Enforcement Bureau.

Contract Law Enforcement Bureau will prepare a memorandum to the Sheriff with the compiled pre-election information.

Post-Election

Once an election is completed, notification of results should be made to the Sheriff's Headquarters' Bureau in the form of an operational log entry and followed up with a memorandum to Contract Law Enforcement Bureau. If election results are particularly late in being tabulated, it may be appropriate to provide an interim status report to the Sheriff's Headquarters' Bureau. The object is to keep our Department Executives informed with complete and accurate information in a timely manner.

For each Contract City election in the Station area, this notification should include the first, middle, and last name of those elected and the number of votes each received. An effort should be made to substantiate the spelling of each person's name and gender when appropriate, e.g., Frances or Francis, male or female. This

will avoid many problems. Additionally, the report should include the names of those persons not elected and the number of votes received.

Shortly after the City election(s), the City Council will have a reorganization meeting. In this meeting, the Mayor and the Mayor Pro Tem, or the Vice Mayor, are elected by the Council members. In some cities, the voters elect the mayors. When a City reorganizes, immediate notification should be made to the Sheriff's Headquarters' Bureau and followed up with a memorandum to Contract Law Enforcement Bureau.

Any change in a City Council's membership or configuration must be reported to the Sheriff's Headquarters' Bureau and the Contract Law Enforcement Bureau as soon as possible, e.g., death or resignation. SHQ staff shall initiate a departmental operations log entry.

When a vacancy occurs, the City Council has thirty (30) days to appoint a replacement or a special election must be held.

General elections are held in November, with local elections in March, April, or November. Special elections are held when required; however, the tendency has been to make appointments since special elections can be very costly to a city.

Contract Law Enforcement Bureau will prepare a memorandum to the Sheriff with the compiled election results.

BADGES AND IDENTIFICATION CARDS FOR CITY OFFICIALS AND TOWN COUNCIL MEMBERS

Chapter 5.64 of the Los Angeles County Code (referred to as the “county badge ordinance”) governs the issuance of badges.

History

Prior to 1954, the Sheriff issued deputy sheriff badges to contract city officials. These city officials also received honorary deputy sheriff identification cards. The badges were purchased and owned by the Sheriff’s Department.

In a letter to the Board of Supervisors on September 6, 1963, County Counsel Harold W. Kennedy stated that the Sheriff had the authority to issue or revoke honorary deputy sheriff badges, citing Section 35(2) of the County Badge Ordinance (1960) as the authority. The letter also indicated that in a previous conversation, County Counsel Kennedy advised Sheriff Peter J. Pitchess that he could be held liable both personally and on his official bond for the actions of the possessors of his honorary deputy badges. This letter also advised the Board that Sheriff Pitchess had announced the recall of all deputy sheriff badges held by persons not directly concerned with executing the policing functions of the Sheriff’s Department.

In 1974, Penal Code Section 832 was enacted requiring a minimum course of POST approved training to attain peace officer status. Consequently, Sheriff Pitchess issued a directive revoking contract city officials’ appointments as deputy sheriffs and recalling all deputy sheriff badges issued to them. The contract city officials were subsequently issued similar badges and identification cards with the words “City Official” in place of “Deputy Sheriff.”

Responsibility

Contract Law Enforcement Bureau is responsible for the issuance and tracking of all badges and identification cards for contract city officials and town council members. The badges and I.D. cards provide a means for identifying these officials and council members during times of emergencies or disasters within their respective jurisdictions. They do not bestow any peace officer powers to the holder. Whereas contract city officials may possess badges and I.D. cards, town council

members may possess I.D. cards only. Badges will not be issued to town council members as they serve an advisory capacity only and do not have elected government authority.

The issuance of badges to contract city officials is the prerogative of their city council. The badge is provided at city expense. The City is billed directly by the manufacturer for the badges and badge cases.

Who Can Receive a Badge?

Badges may be requested in writing by a Contract City for the following City personnel:

1. A member of the city council
 - Mayor
 - Mayor Pro Tem/Vice Mayor
 - Council Member
2. City Manager/Administrator
3. Other elected official
 - City Clerk
 - City Treasurer

Cities may obtain badges for other lesser officials directly from the badge company, but those badges may not be of the same design as our Department's badge. Any request from a city to order a Sheriff's Department-issued city official badge for an individual whose title is not listed above must be approved by the Sheriff, via the Contract Law Enforcement Bureau.

Prior to 2000, City Official badges were not numbered. For accountability purposes, badges are now individually numbered and tracked by Contract Law Enforcement Bureau.

Badge orders generally require six to eight weeks to complete. Completed badges will be forwarded to the Station Commander for presentation to the concerned city official.

Identification Cards

City Official Identification Cards are the property of the Los Angeles County Sheriff's Department. City Official I.D. Cards are created by Contract Law Enforcement Bureau and are issued to accompany City Official badges. They may also be issued to persons who may not be authorized to possess a Sheriff's Department-issued City Official badge, e.g., Public Safety Director. Should a request be made for the issuance of a City Official Identification Card to persons other than specified above, contact Contract Law Enforcement Bureau.

Like badges, identification cards are also numbered for purposes of accountability.

Procedures

City officials shall request a badge through their Station Commander who will forward the request to Contract Law Enforcement Bureau for final authorization and processing. The City pays for and owns the City Official's badge. However, as the badge is of the same style as that of a deputy sheriff, only the Sheriff's Department can authorize its creation by the badge manufacturer.

Station Commanders serve as the immediate liaison with the contract cities and town councils when ordering badges or identification cards for their officials. Upon receiving a written request from a city manager or town council member, Station Commanders should comply with the request by submitting an order form and a copy of the city's request on City letterhead.

Prior to submitting the request to Contract Law, the Station Commander should ensure that the official's biographical information has been entered into Contract Law's biographical tracking system. (Note: Station Commanders also need to forward to Contract Law a request to provide designated station staff members with access to the tracking system)

Upon receiving a request for the issuance of an identification card, Contract Law will forward the completed identification card to the Station Commander who will then forward the card to the concerned city official or town council member for signature. The Station Commander should ensure that the signed card is returned to Contract Law.

Contract Law Enforcement Bureau will obtain the Sheriff's signature and finish processing the card. If the initial request included ordering a badge and case,

Contract Law will do so through the badge manufacturer. Upon completion of the order, Contract Law will pick up the badge(s) from the manufacturer and notify the concerned station that their order is ready for pick-up. Station personnel picking up the badge(s) and case(s) will sign for their release and return them to the Station Commander for distribution.

When a city official or town council member leaves office, the Station Commander should request that the identification card be returned and forwarded to Contract Law for disposal. The I.D. card is the property of the Sheriff's Department and shall be surrendered upon demand. The badge is the property of the City and may be retained by the City at the City Manager's discretion. It is preferred that the badge and case be returned to Contract Law Enforcement Bureau for safekeeping and to enhance accountability and tracking.

Should the departing City Official wish to keep his/her badge, the Department recommends that the official have his/her badge mounted on plaques or encased in plastic. This can be accomplished by having the city manager send the badge to a private vendor *or submit a request through the Station Commander to have Contract Law Enforcement Bureau process the request for the city.* The purpose of this procedure is to discourage the inappropriate use of a badge by a former city official, yet allow the official to retain the badge as a memento of their public service to the community. The City incurs all related costs for the encasement or mounting of the badge.

In addition to coordinating the ordering of badges and the issuance of identification cards, Contract Law Enforcement Bureau maintains an *automated tracking program*, which accounts for all city official badges and identification cards.

All requests for badges and identification cards shall be coordinated through the concerned Station Commanders. Contract Law will not accept orders directly from city managers or town council members.

Contract Law Enforcement Bureau should be contacted for current costs of badges and badge cases.

Presentation of Badges to City Officials

The Station Commander usually presents newly elected or appointed city officials with their credentials. Since 1982, the Sheriff has invited all newly elected contract city officials to a luncheon at a Sheriff's facility. At the luncheon, the

Sheriff makes an honorary presentation of their badge and credentials. Photographs are taken and provided to the attendees as a memento. Contract Law Enforcement Bureau staff coordinates the scheduling and coordination of the welcoming luncheon.

Credential Loss or Theft

If a city official's badge and identification are lost or stolen, a first report (SH-AD 49) is to be taken listing the City as the victim (the badge is property of the City), and the City Official is listed as the informant reporting the loss. Since the City is the owner of the badge, an affidavit of loss or theft is not required. Contact the Contract Law Enforcement Bureau for identifying numbers on the badge and identification card.

New Credential

When an election has been completed, the Station Commander must obtain a quality digital photo (facial view, above shoulders) of each new official. These photos are to be forwarded to Contract Law Enforcement Bureau along with the respective official's biographical information. This information will be used for the official's identification card and file.

Officials Leaving Office

At the conclusion of their term in office, Contract City Officials are requested to return the badges to their City Manager/Administrator for re-issuance to the incoming council member. If the outgoing City Official wishes, and the City Manager/Administrator agrees that either the city or the concerned official will pay for a replacement badge for the incoming official, the existing badge may be encased in plastic or mounted on a plaque for presentation to the outgoing city official.

Be mindful that while badges are the actual property of the City, we encourage the City to send the badge to Contract Law Enforcement Bureau for safekeeping and eventual reissue. However, the City is within its right to retain the badge, should it decide to do so.

Temporary (Loan) Badges

While city official badges are generally passed on from one city official to the next,

there are times when a city official badge is not readily available for a newly elected official. Unless Contract Law Enforcement Bureau is safekeeping an extra city official badge for that particular city, badges must be specially ordered with an estimated six-week delivery. To assist Unit Commanders in the interim, city official loan badges may be utilized. The loan badge merely indicates “City Official – Los Angeles County” and does not specify any particular city. The loan badge may be provided to the concerned city official until a permanent City Official badge has been manufactured. The loan badge must be returned to Contract Law Enforcement Bureau once the city official has received his or her permanent badge.

The concerned Station Commander can obtain city official loan badges from Contract Law Enforcement Bureau upon request.



References:

- Field Operations Directive 86-43, revised 7/30/99
- City Official/Town Council Member Biographical Form
- City Official/Town Council Member Badge and ID Card Order Form
- Contract Law Enforcement Training Bulletin #6 – Guidelines for the Ordering and Control of Badges and Identification Cards

SUPPLEMENTAL / SPECIALIZED SERVICE UNITS

As law enforcement becomes more complex and diverse as well as increasingly costly, it is necessary to constantly review and update our service functions. As a result of this review process, the Department, over the years, has developed "Supplemental Service Units." These services can be tailored to meet specific needs of the Contract Cities.

The following are some of the Supplemental Service positions available:

Directed Patrol / COPS / Special Assignment Deputies: These positions generally are 40-hour without relief and are flexible positions that may be used in various ways to enhance the service provided. The Station Commander and the Contract City mutually determine dress code and type of vehicle assigned. The duties related to this position include, but are not limited to the following:

- Serves as liaison between the Station and City
- Works with local schools in law enforcement presentations
- Coordinates Neighborhood Watch Program
- Coordinates Volunteer Program (Volunteer on Patrol, etc.)

Team Leader: This Bonus-1 40-hour without relief position is responsible for the immediate supervision and coordination of specific patrol-oriented team policing. The team leader coordinates and implements plans for groups of deputies in a multi-faceted community crime suppression and prevention programs. The general duties of a Team Leader include but are not limited to:

- Performs regularly assigned patrol functions. Assists the Service Area Manager (Sergeant or Lieutenant) in the selection of team members. Supervises, evaluates, and trains team members.
- Implements neighborhood watch, business security and other crime prevention programs. Develops approaches to resolve specific crime or community problems as they occur.
- Investigates and resolves neighborhood disputes and certain citizen complaints regarding quality of service.
- Arranges and conducts speaking engagements regarding community crime prevention and neighborhood watch programs.

Dress code and vehicles assigned to the team leader and team members vary depending on business at hand.

Supplemental/Dedicated Sergeant: This 40-hour without relief position was initially developed to enhance the level of supervision of the patrol deputies assigned to the related contract city. The duties of the Sergeant may include, but are not limited to, the following:

- Supervises the patrol deputies assigned to the concerned Contract City.
- Serves as liaison (Service Area Manager) between the Station and the City.
- Receives and processes citizen's complaints.

PREPARATION OF CONTRACT LAW ENFORCEMENT SERVICES FORMS (SH-AD 575)

A completed SH-AD 575 must be submitted to the Contract Law Enforcement Bureau for each of the following occurrences:

1. When a service level is decreased;
2. When a service level is increased;
3. To indicate the service level at the beginning of the fiscal year - effective July 1 of the new fiscal year.

The completed form should reflect the service levels in all categories even though a change is only reflected in one category. (Refer to the Instructions page of the 575 form)

Page One of SH-AD 575 Form

Complete the blocks indicating the City's Name and the Effective Date. Generally, the effective date will be the first day of the month. This simplifies billing calculations for the Financial Programs Bureau. In the "New" Column, enter the service units requested/budgeted by the City. In the "Previous" Column enter the service units requested/budgeted prior to the new effective date. The computer-generated form will automatically calculate the change(s).

Page 2 of SH-AD 575 Form

The "Total Purchased" column will automatically match the new service levels as entered on Page 1. In the "Deployment" columns, enter the actual utilization/deployment of the service units as of the effective date. The "Total Units Assigned" column is calculated automatically based on the entries in the "Deployment" columns. The "Total Units Assigned" column must match the "Total Units Purchased" column. If the columns do not match, the deployment columns need to be corrected.

At the bottom of Page 2, the person who prepares the form shall sign his/her name. The Unit Commander needs to review and sign and forward the completed form to Contract Law Enforcement Bureau along with the original request from the City. The Unit Commander should also attach a memorandum to reconfirm the


new changes and to indicate the actual staffing/billing date(s) for the respective service unit change(s). Contract Law Enforcement Bureau will review and validate the 575 form, and initiate any necessary billing changes.

Page 3 of SH-AD 575 Form

The estimated cost for the indicated service units will be automatically calculated, as will the annual service minute goals and the total number of personnel required.

A 575 form must be completed a minimum of once (July 1st) every fiscal year for each contract city. Each July 1 the completed form shall be forwarded to the Contract Law Enforcement Bureau (CLEB) along with a request from the concerned city (ON CITY LETTERHEAD) indicating their desired service levels for the coming fiscal year. This procedure shall be completed for each contract city at the beginning of every fiscal year, even if there is no change in the city's service level from the preceding fiscal year. In the event that a city has not adopted its budget by the start of the fiscal year, the completed forms shall be forwarded to CLEB as soon as possible after the city establishes its desired service levels for the coming year.

Each time a city desires to adjust contracted service levels after the start of the fiscal year, a new 575 form shall be completed and forwarded to CLEB. The new 575 must also be accompanied with a statement from the city (ON CITY LETTERHEAD) indicating the services they wish to add or delete, and the date the change is to take effect. This is required before any changes in authorized staffing or billing can be accomplished.

The Contract Law Enforcement Bureau, upon receiving the required documents, will complete a Billing Change Memo to the Administrative Services Division – Financial Programs Unit, and follow up with Personnel Administration for necessary PIMS additions or deletions. 



References:

- Quattro Pro file "SH-AD 575 " updated and distributed by Contract Law Enforcement Bureau
- Manual of Policy and Procedures Section 3-09/280.00

SINGLE PRICE GUIDELINES

The Contract Law Enforcement Program began with a simple arrangement for the classification of services, and the payment of such services. Cities merely traded their annual fines and forfeitures for general law and traffic services. In the late 1960's, the Board of Supervisors was urged by non-contracting cities to develop a more comprehensive cost accounting method for recovery of the contract city indirect service charges. In the years that followed, the County and its contracting parties developed a very comprehensive system of cost accounting that is still utilized today. The system came to be known as the Contract Law Enforcement Cost Model.

Unfortunately, much of the flexibility in the use of services was lost due to the cost model's design to accommodate a multiplicity of service categories. The multiple service category design complicated the management of contract services programs by creating confusing cost differentials among very similar police services activities.

The single price rate and billing method, implemented July 1, 1998, restored the flexibility required to effectively manage the Contract Law Enforcement Program, while maintaining the comprehensive cost accounting method that has been adopted by the Board of Supervisors. It permits the redirection of existing services without financial impact by mutual concurrence of the Station Commander and the city.

Service Units Described

Deputy Sheriff Service Unit: A Deputy Sheriff Service Unit (DSSU) may perform the full range of general law enforcement activity including specialty assignments. A DSSU may be purchased as a relieved or non-relieved contract service. The DSSU may be deployed in a 40, 56, 70 or 84-hour schedule configuration. The DSSU may be staffed and scheduled as a single person or two person service and may be utilized in the performance of contracted general law enforcement, traffic law enforcement and specialized assignments which are not exclusively performed by permanent Bonus Deputy employees. Deputy Sheriff Service Units may be staffed by Bonus 1 Deputy employees on a recurrent basis for field orientation duties, consistent with the Department's existing protective survey.

Deputy Sheriff Service Unit (Bonus level): A Deputy Sheriff Service Unit (Bonus

level) may perform the full range of general law enforcement activity including specialty assignments. A DSSU (Bonus level) may be purchased as a relieved or non-relieved contract service. The DSSU (Bonus level) may be deployed in a 40, 56, 70 or 84-hour schedule configuration. The DSSU (Bonus level) may be utilized in the performance of contracted specialized services such as community team leader, canine handler, supplemental investigator, and motorcycle traffic officer. All appointments of Deputy Sheriffs to DSSU (Bonus level) or specially compensated positions must conform to Departmental personnel appointment procedures and existing agreements with employee representative groups.

Supplemental Sergeant: This is a supervisory field service and must supervise at least three subordinate county and/or non-sworn municipal employees. The Supplemental Sergeant is to be assigned to dedicated field supervisory duties in a municipal service area. This service is supplemental to general regional supervision. This service may be assigned as a lead position for a municipally funded crime impact or other supplemental crime reduction entity that serves regional areas. The Supplemental Sergeant may also be purchased as supplemental field supervision within the regular County/City “Consolidated Stations” cost model. In such cases, the historical level of service for regular field supervision within the consolidated County/City model may not be reduced in response to the city’s augmentation of field supervision. This is a non-relieved position.

Watch Deputy: This permanent Bonus 1 Deputy Sheriff is usually included as a portion of the indirect overhead charges for contract law enforcement services purchased from the County/City “Consolidated Stations” cost model. A watch deputy service unit may be purchased as a fixed post in a municipally funded local station, as the shift supervisor of a complaint desk operation. A local station complaint desk provides direct telephonic access to the public in order to receive requests for routine and immediate work assignments. These work assignments are relayed to, and dispatched from a regional Sheriff’s Station. As this is a Bonus position, personnel assigned to this service unit must be appointed within the criteria of the “Bonus Selection Standards”. This position may only be purchased as a supplemental municipal service. This is a non-relieved position.

Investigator (Bonus 1): Station Detective investigators, which are permanent Bonus 1 employees, may be purchased by contract cities as a dedicated service. Dedicated station detectives may be monitored and directed by Sheriff’s Department municipal facility supervisors. In such cases, they are subordinate components of regional detective operations that are headquartered at regional

facilities, and which coordinate investigative efforts within a regional and department perspective. This position is a non-relieved bonus level service unit.

Civilian Support: In some instances, contract cities may purchase civilian employee positions as supplementary service units, pursuant to specific municipal program needs or grant programs. These positions may only be utilized in contract city programs consistent with the Los Angeles County job specification for their position.

Examples of civilian support employees that may be purchased for municipal programs are the following: Crime Analyst, Custody Assistant, Community Services Officer, Law Enforcement Technician, and Sheriff's Station Clerk II. As a contractual entity, these are non-relieved positions. All of the foregoing positions are of the types that are normally included as indirect cost elements in the deputy sheriff service unit rates.

The civilian support employee positions may only be purchased as supplemental service: therefore, patrol station managers may not reduce the pre-existing level of support personnel at a facility solely in response to the additional level of support provided by the City's purchase.

BILLING PROCESS

The Administrative Services Division - Financial Programs Unit, prepares billings for services provided to the Contract Cities. Billing requests are initiated by the Sheriff's Stations (formal memorandum signed by the Station Commander) and forwarded to Contract Law Enforcement Bureau. Contract Law staff reviews the Station's billing request and compares with previous billing level for accuracy, then forward a billing memorandum to the Financial Programs Unit for final processing.

On or about the 10th of the month, the Financial Programs Unit sends an itemized invoice to the city to bill for services provided the previous month.

In addition to the City's invoice, a copy of the invoice is sent to the Station providing service and the Contract Law Enforcement Bureau. The Station Commander should review this invoice and compare it to the SH-AD 575 and actual staffing level to ensure its accuracy.

The City, by contractual agreement, must pay the County within thirty (30) days after the date of invoice. There is a provision in the contract addressing delinquent payment by the city. The provision states that the County is entitled to recover interest and may satisfy such indebtedness, including interest thereon, from any funds of the city on deposit with the County. When this provision is exercised, there must be coordination between the Financial Programs Unit, the Contract Law Enforcement Bureau, the Station and the City.

The Auditor-Controller determines the rates for contracted services each fiscal year. The following fiscal year's rates are usually published by May 1st. Contract Law Enforcement Bureau will distribute the rates to the Station Commanders and contract cities. This rate determination process is actualized in two phases. Part I, commencing in March, is designed to develop estimated rates so that cities' officials may complete their budgets for the upcoming fiscal year. These estimated rates are completed and provided to the cities via the Station Commander on or about May 1st. Part II is initiated once the County has adopted its final budget for the current fiscal year. In those fiscal years when salaries and employee benefits are negotiated, the determination of final rates can be delayed pending the outcome of such negotiations. Final rates are effective as of July 1st of that fiscal year.

Billing for services during the period from July 1st until the publication of the final rates continues at the previous year's rates. Upon publication of the final rates, a billing adjustment will be made on the following month's invoice to recover the difference.

SPECIAL EVENT AND SCHOOL DISTRICT EVENTS

The City will occasionally request additional supplemental service (Special Event), as will the public or private schools within your station area (School District Event). We are able to provide the requested service as long as a contract exists. These supplemental law enforcement services are provided on an over-time basis, and the requesting entity are billed at the appropriate hourly rates established by the Auditor-Controller. It is imperative that invoicing for the provided service is initiated, as absent this effort, the County would not be reimbursed for the cost, thereby making the services provided gift of public funds to the requesting entity.



Reference:

- Field Operations Directive 86-47 – Contract City Special Event Overtime Administration.

909 OVERTIME CODES

In years past, new Contract City positions and grant funded Contract City positions were filled using overtime pending the transfer and/or assignment of full time deputies. This overtime was absorbed by the stations and reported as a station expenditure. As the hiring of deputy sheriffs began to ebb and overtime restrictions increased, stations sought ways to reduce their use of “non-reimbursed” overtime by using “Special Event” overtime (Code 902) instead. This resulted in having the city fund the position utilizing Special Event overtime rates instead of normal contract rates.

Unfortunately, the practice of using Special Event overtime for this purpose inadvertently precluded the recovery of indirect support costs associated with providing this type of service. However, this process was increasingly used as a long-term solution for service level changes when the Station did not have the personnel to fill the new position(s). The result was that the Department began losing significant revenue for activities that required the overhead support.

Special Event overtime is intended for one time unique events or events that occur at irregular intervals. Therefore, Special Event overtime rates include very little overhead costs. The regular Contract City rates include the appropriate overhead costs required to support the ongoing Deputy Sheriff Service Unit. When Stations use Special Event overtime to fill a Deputy Sheriff Service Unit contract increase, the Department does not collect the revenue necessary to support the contracted activity.

To correct this situation, Contract Law Enforcement Bureau developed guidelines in September of 1997 to provide a mechanism for stations to properly account for overtime over-expenditures created by contract additions while allowing the Department to recover the indirect costs.

Procedures

When a Contract City requests full time position increases, the concerned station shall report to the Contract Law Enforcement Bureau the additional service unit(s) by submitting a new SH-AD 575 “Contract Law Enforcement Services” form listing the existing service level and the requested increase(s). The 575 form shall be accompanied by a statement (on city letterhead) indicating the services they wish

to add and the date when the change is to take effect (MP&P Section 3-09/280.00).

In order to maintain stability within the contract city environment, the concerned Station Commander shall make every attempt to meet the increased staffing requirements utilizing existing assigned staff. If the station is unable to meet the staffing requirement with existing resources and is required to expend overtime in order to meet the new staffing demands caused by the contract increase, the Station shall contact Contract Law Enforcement Bureau staff to request a "909" control number so the overtime expended can be properly tracked. Contract Law will only issue the 909 control number with the approval of the Station's respective Field Operations Region's Headquarters.

All overtime expended as a result of a contract city service increase shall be reported under the "909" control number. The overtime shall not be tracked as "vacancy overtime." This allows the Department to bill the City at the appropriate rate while reflecting that the related overtime expenditures are reimbursable.

909-coded overtime may be used only until the Station receives the necessary personnel gains and is able to fill the position(s). The number of hours, which can be reported as 909, is limited to the number of hours of the Service Unit(s) purchased. Personnel gains should be first utilized to fill contract city gains.

Overtime hours expended under this 909 tracking system are closely monitored by the Contract Law Enforcement Bureau and the Station's respective Field Operations Region's Headquarters. On a monthly basis, Contract Law and Region Headquarters staffs obtain from Data Systems Bureau a 909 report generated by CWTAPPS. This report provides all 909-coded overtime hours entered by the Station's timekeeper. The Station's monthly cumulative reported hours are then compared to the number of hours allowable for the purchased unit(s). Any under-utilization or misuse of the 909 number is noted and brought to the attention of the Region's Commander having Budget and Personnel oversight.

As the Station obtains sufficient staffing through personnel gains, the issued 909 number will be canceled by its respective Region Headquarters.

Contract City Special Event overtime shall not be used to replace or supplant services that require full-time deputy personnel. It is only intended for one-time unique events, or events that occur at irregular intervals. It is also not to be used for any service, routine or otherwise, that is normally provided under the existing General Services Agreement with the City.



References:

- Contract Law Enforcement Bureau Training Bulletin #4 – use of the 909 Overtime Code, and 902, 903 and 904 Supplemental Billing Terminology
- SHAD 575, “Contract City Law Enforcement Services” form
- Section 3-09/280.00, Manual of Policy and Procedures, “Service to Contract Cities - Level Change”
- Field Operations Directive 86-47 (revised 5-23-94), “Contract City Special Event (CCSE) Overtime Administration”

STATION'S CONTRACT CITY FILE

A separate file for each contract city shall be maintained. This file is to include the following and is subject to review at the annual Contract Law Enforcement Station Inspection:

1. Current City-County contract to provide law enforcement service to the city. A yearly attachment is to be included specifying the city's percentage if a regional program is in effect.
2. Current roster of city officials.
3. Current biographical information form for each city official, and photo if available.
4. Current Contract Law Enforcement Services form (SH-AD 575) with the City's letter of request.
5. Copies of the City's monthly invoices for services. This file should include all billing adjustments for current fiscal year.
6. Copy of all correspondence between the Station and the City.
7. News clippings pertaining to our Department.

The information contained in this file should be maintained indefinitely. If desired, the file may be stored separately as historical data and current file for the current fiscal year.

INCORPORATIONS - LOCAL AGENCY FORMATION COMMISSION (LAFCO)

Incorporation movements are generally started for what may appear to be issues of local control. However, a stronger driving force pushing more serious proponents of incorporation is the issue of land use. Real estate developers consider it mutually beneficial to negotiate with city officials as opposed to County Supervisors who may or cannot share their local personal views about land use objectives. Assurances of continued input for meeting land use objectives are a major concern of these real estate developers.

How a city is created

To become an incorporated city, a community must first seek approval from the Local Agency Formation Commission (LAFCO). This Commission takes into account several factors. One is that the proposed boundaries include no “islands” of unincorporated areas within the city and that the boundaries are geographically logical. A city may not occupy territory in more than one county. Other factors are that the area proposing to incorporate has sufficient tax base and social cohesiveness for the new local government to govern itself in a responsible way. Another requirement is that the proponents of the new city must negotiate a tax-sharing agreement with their county (for details, see the Cortese-Knox-Hertzberg Act in the California Government Code, section 56021).

After LAFCO approval, the county then holds an incorporation election within the new area. If a majority of those who vote favor incorporation, LAFCO then declares the territory incorporated and sends a notice of the incorporation to the secretary of State for recording. From that time on, the city maintains its own identity and begins to govern itself. A newly incorporated city will remain so unless its citizens, in the future, vote to abolish the municipality or to consolidate it with some other city.

LAFCO

The Los Angeles County Local Agency Formation Commission (LAFCO) is a regulatory agency with countywide jurisdiction established by state law (Cortese-Knox-Hertzberg Act of 2000) to discourage urban sprawl and encourage the orderly formation and development of local government agencies. Its mission statement is

"To encourage the orderly development and reorganization of Local Governmental Agencies, essential to the social, fiscal, and economic well-being of the State."

LAFCO is responsible for coordinating logical and timely changes in local governmental boundaries, including annexations and detachments of territory, incorporations of cities, formations of special districts, and consolidations, mergers, and dissolutions of districts, as well as reviewing ways to reorganize, simplify, and streamline governmental structure. In 1994, LAFCOs were given the authority to initiate proposals involving district consolidation, dissolution, establishment of subsidiary districts, mergers and reorganizations (combinations of the above jurisdictional changes). In addition, LAFCO is responsible for reviewing contractual service agreements between property owners and service providers.

The Commission also is charged with developing and updating spheres of influence for each city and special district within the county. Spheres are planning tools used to provide guidance for individual proposals involving jurisdictional changes, and are intended to encourage efficient provision of organized community services and prevent duplication of service delivery. Territory must be within a city or district's sphere in order to be annexed.

Los Angeles County LAFCO consists of nine regular members: two members from the Board of Supervisors, two city representatives, one City of Los Angeles representative, two special district representatives and two public members (one of which represents the San Fernando Valley Statistical Area). There are six alternates to the regular members. Commissioners are appointed to four-year terms. The other members of the Commission appoint the public members.

Station Commander's Role

Due to the political, financial and tax issues surrounding incorporation efforts, Station Commander's must work closely with Contract Law Enforcement Bureau. The Chief Administrative Office's "Office of Unincorporated Area Services" coordinates all incorporation studies requested by LAFCO. CAO staff will work closely with Contract Law Enforcement Bureau regarding law enforcement staffing and cost issues. Station Commanders should work closely with Contract Law Enforcement Bureau during incorporation studies to ensure accurate information is provided.

Station Commanders should develop background information files on the arguments offered by both proponents and opponents of incorporation. The

Department's position in any incorporation effort must remain completely neutral.

A file of newspaper articles and any other pertinent material should be maintained. Copies of information documents kept in this file should be sent to Contract Law Enforcement Bureau because Departmental executives will contact this Bureau for information regarding the status of incorporation proceedings.

The boundaries of the proposed city should be identified as soon as possible so that the Station Commander can develop service level recommendations. Recommended service levels should be no less than the current unincorporated service level and should reflect the basic general law enforcement service level. A traffic law enforcement service level recommendation will have to be developed, as the California Highway Patrol provides traffic enforcement in the unincorporated area. Services such as community relations or helicopter patrol should be included in the service level recommendation if they are being provided in the area under consideration for incorporation. After the city is incorporated, the new city council may increase the service level. At this time, service enhancements may be added, as a need is perceived.

When the incorporation has been completed, the Station Commander must obtain biographical information on the council candidates and furnish this information to the Contract Law Enforcement Bureau. Upon election of the new council, the Station Commander must obtain biographical data forms and photos of them. These are then sent to the Contract Law Enforcement Bureau where they will be used for issuance of a City Official identification card and included in Contract Law's Biographical Tracking program. Portrait photos of a larger size should be obtained for the station's files and a for a city council display board. This board should be located in an area where the deputies can familiarize themselves with the council members.

SERVICE UNIT DESCRIPTIONS

Non-relieved Service Unit: The annual hours of service that this unit performs are equivalent to the productive work hour standard as determined by the Auditor-Controller. The current annual productive work hours for this position are equal to 1,778 hours. Relief is not provided when the designated employee in this position is unavailable due to holidays, vacation, sick, etc., unless the total hours performed falls below the required annual minimum of 1, 778 hours. The non-relieved service unit can be deployed in 8 hour, 10 hour, or 12 hour configurations.

40-Hour Service Unit: The annual hours of service that this unit performs is equal to 8 hours per day, 5 days a week (or 10 hours/day, 4 days/week) 52 weeks per year. This is equivalent to 2,088 annual hours of service. Relief is supplied to ensure the required hours of service are met throughout the year.

56-Hour Service Unit: The annual hours of service that this unit performs is equal to 8 hours per day, 7 days a week, 365 days per year. This is equivalent to 2,920 annual hours of service. Relief is supplied to ensure the required hours of service are met throughout the year.

70-Hour Service Unit: The annual hours of service that this unit performs is equal to 10 hours per day, 7 days per week, 365 days per year. This is equivalent to 3,650 annual hours of service. Relief is supplied to ensure the required hours of service are met throughout the year.

84-Hour Service Unit: The annual hours of service that this unit performs is equal to 12 hours per day, 7 days per week, 365 days per year. This is equivalent to 4,380 annual hours of service. Relief is supplied to ensure the required hours of service are met throughout the year.

Service Variations: Both the DSSU and DSSU (Bonus level) are available in the relieved and non-relieved configurations. The Sergeant unit is only available as a non-relieved position. Supplemental sworn and civilian positions are also non-relieved positions when purchased as a contractual service for specific municipal programs.

TIPS FOR AVOIDING POLITICAL PITFALLS

Lakewood City Administrator Howard Chambers provided the following information during an annual City Manager Conference.

Howard's Tips for Captains

1. Station leaders should know their Council Members and important community issues. City Managers are provincial when it comes to their city. Do not expect them to consider other cities', regional, or county needs. They don't care about your big picture. You should know **their** community, **their** issues and **their** wonderful bosses.
2. Captains should emphasize to deputies the importance of quality of life issues to residents and council members. We know deputies will respond with vigor to a bank robbery. We expect a similar concern for gang members hanging on the corner, speeding vehicles on residential streets, obscene language used by the neighborhood knucklehead and vandalism or graffiti. City Managers know this concern begins (or ends) with the Captain's attitude.
3. Captains should, to the extent possible, make sure their deputies stay in their contract city. Deputies like to go where the action is. And yes, any city can be boring at times, but under the contract cities system, each city's tax payers pay for the units of service. Other than mutual aid, City Managers would rather have black and whites driving their streets than in other cities. (If your units are in other cities, expect a call; or better yet, call first.)
4. City Managers like deputies and captains who talk and interact with their residents and business people. Our community has historically strongly embraced the department. Our annual community survey consistently gives top marks to our men and women in tan and green. City Managers are trying to make sure community oriented policing works because law-abiding residents love to see deputies in their neighborhood on the street.
5. It is exceedingly important that city officials be notified of important law enforcement events in their city. For whatever reason, city council members frequently get perturbed when they hear something (hostage, homicide) on

Eyewitness News or KFWB. Council members typically expect City Managers to have a full briefing so that the first constituent they run into who asks, doesn't require them to say, "What shooting?" (Never make a council member look dumb.)

6. Based upon my 29 plus years of experience in contract cities, I have developed a suspicious paranoia about any headquarters' unit. My experience has taught me that they frequently try to run roughshod over the staff at the stations, causing what might best be called a city "PR" problem. They are singularly task oriented and do not see or care much about the big picture and what it means to the community. Always let the City Manager know when a special unit is in town, and try to control them and any press contacts with them, as much as possible.
7. Captains need to help local deputies understand that they are part of a city team. They are our local police department. They need to understand "how a city ticks" and what programs, projects or services have a public safety nexus. For example, in Lakewood, city staff provides an active Neighborhood watch program, which is a big thing, with nearly 400 organized blocks and quarterly citywide block captain seminars. We have a huge city-staffed park program with Park Watch deputies and bike patrols, Sky Knight airborne law enforcement with city employees as pilots and Sheriff's observers, a unique Criminal/Nuisance Abatement Team that includes a code enforcement officer, an SAO and a deputy district attorney to root out bad apples in Lakewood. We have a dedicated and committed city staff with an average tenure of nearly 15 years, and a community-oriented city with residents who really care about their community. We expect the same kind of commitment from our deputies, even if they have only been there 10 minutes, and it's up to our Captain to get it from them.
8. A good Captain will attract good, proactive deputies that fit into the city's culture, values and needs; will train the "trainable" and get rid of the "others." (Of course, all within department policy which, remember, is of little concern to City Managers.)
9. City Managers hate surprises. Never say publicly what you haven't already discussed privately with the City Manager. A simple, "We could use more traffic patrol units," "Drug education is needed in our schools," or "Our early morning units are getting hammered" can translate into a major news story, an embarrassing political debate and/or an unbalanced city budget. None

of these things endear you to a City Manager.

10. Know the city hierarchy and the lines of communication the City Manager expects you to follow and stick to them.

Howard Chambers
City of Lakewood
January 2002

STAR UNIT

The Success Through Awareness & Resistance (STAR) Unit provides drug, gang, and violence prevention education in schools throughout the County on a contract or grant basis. Contracts are referred to as “Service Agreements.” The STAR Unit contracts with cities, school districts, individual public schools, and/or private schools. Rates, set yearly by the Auditor-Controller, include; salary and employee benefits, the cost of the unit’s support staff (lieutenant, sergeants, and professional staff), as well as countywide overhead, departmental overhead, and mileage. The Auditor-Controller sets a contract city rate, as well as a private entity rate, which is billed hourly. School districts may also contract at the contract city rate.

The costs for STAR Unit services are based on the number of classes taught, as well as the number of lessons each class will receive. 100% of a STAR Deputy represents 149 hours per month, or the equivalent of 70 classes per month. Contracts can be for a full twelve months, or for a shorter period of time, normally ten months or the approximate equivalent of the school year.

The normal delivery system for the STAR program is to visit each classroom once per month. This, however, varies depending on whether the school is on a traditional schedule or on a track schedule. When schools are on a track system, STAR deputies make more frequent visits to accommodate their schedule. The remainder of a STAR deputy’s time is spent participating in on-site activities with the students, teachers, administrators, parent and community activities, classroom preparation, administrative activities, and travel time. Some STAR deputies have as few as six schools assigned to them, while others may have as many as 21 schools.

The most difficult part of figuring out the level of service for a STAR Service Agreement is establishing how many classes each school will have. The schools do not finalize their class count until the school year actually gets under way in August or September. Many schools take weeks to finalize their class count. They may have fewer students and have to cut or combine classes, or they have to add classes when their student population has increased. STAR Service Agreements are normally prepared in October or November and are hand carried to the city managers’ offices by a sergeant from the STAR Unit. Because the city budgets are usually prepared in April or May, city managers should plan/budget for a slight

increase in class counts. The average class counts over the last five years have increased at an approximate rate of two percent per year.

STAR Unit contracts and billing issues are handled by the STAR Unit's unit commander.

However, Unit Commanders must work closely with the STAR Unit in order to have a firm understanding of the level of service being provided by STAR deputies. Unit Commanders will often be consulted by city administrators or staff regarding their recommendations for STAR Unit staffing.

PRIVATE ENTITY CONTRACTS

Ocasionally, private individuals/entities contact the station requesting supplemental law enforcement services. A contract is necessary to enable us to provide this service. Refer to Field Operations Directive 86-17 "Private Entity Contract (PEC) Overtime Administration" for information regarding the handling of these contracts.

As of January 1, 1983, Section 26228 of the Government Code authorized counties to contract with private entities to provide supplemental law enforcement service. The County Board of Supervisors implemented this authority by adding County Code Section 2.34.170 approving and adopting a standard contract form. This contract is entitled "Agreement Providing for Safety and Security at Special events or Occurrences." In July of 1986, this authority was extended to the cities and the enabling section was changed from 26228 to 53069.8 of the Government Code.

When a private entity contacts one of our units with a request for the provision of supplemental law enforcement services, the coordinator from the unit shall contact Contract Law Enforcement Bureau personnel who will provide the coordinator with two blank private entity contracts. The coordinator will then forward these contracts to the private entity representative to obtain the proper signatures. When the contracts are returned to the coordinator, they should be accompanied by a letter from the private individual/entity describing the duties that the deputy personnel contracted for are to perform. The contracts and letter are then forwarded to Contract Law Enforcement Bureau whose personnel will obtain the proper Executive signature on the contracts. Contract Law Enforcement Bureau personnel will then return one of the enacted contracts to the unit coordinator who should forward it to the private individual/entity and retain a copy for unit files. The other original signatures contract is kept on file at Contract Law Enforcement Bureau. The effective term of these contracts is three (3) years.

Special Event vs. School Event Rates

These rates, as are all rates charged by our Department, are developed by the Los Angeles County Auditor-Controller. These rates recover salary and wages, workers' compensation, and administrative overhead.

There are several factors that were considered that resulted in the difference

between the special event and school district/private entity rates.

A contract city discharges its obligation to provide police service to its citizens under the general law enforcement contract with the Los Angeles County Sheriff's Department. However, in some instances, it is necessary to provide additional manpower for special events. These events, such as parades or activities in local parks, etc., where crowd and traffic control may be necessary, are normal extensions of the cities' policing obligations. The deputies who are already working for the city under contract are paid at the overtime rate when assigned to these activities. Overtime is paid when the primary employer requires employees to work on their time off in excess of the normal workweek. This is required by the Memorandum of Understanding between the employee representative organizations and the County.

Historically, deputies worked extracurricular school activities as employees of the student body fund. The rates were set by the individuals and the fund. However, in two separate lawsuits in 1978 and 1979, the courts held that Peace Officers working off-duty in security did not have peace officer powers while doing so. It was also held that the department's workers' compensation did not apply. These two inadequacies could be relieved only by the primary employer (i.e., the police department or sheriff's department) paying the salary.

To comply with the court decisions and to enable our personnel to continue to provide supplemental law enforcement services at school functions, it was necessary that a vehicle be developed to arrive at that result. A contract between the County and school districts was that vehicle. The contract was originally drawn to provide straight-time rates that seem to be competitive with other outside employment rates. However, with the implementation of the Fair Labor Standards Act (FLSA) guidelines in July of 1985, it was necessary to draft a new contract utilizing premium-rate overtime rates.

Utilization of the School District contract may also save the city money. In an Attorney General's opinion it was cited, "a city is authorized and obligated to employ its law enforcement agency and personnel where necessary to ensure the lawful conduct of persons attending an extracurricular school activity." The same opinion also states that the city is precluded from billing the school districts for this service.

In summary, whether a deputy sheriff is working a school district or special event pursuant to a contractual agreement, appropriate overtime rates are billed to the

contractor, and deputy personnel are paid according to their respective workweek status.

Private Entity, Special Event, and School District Overtime Reporting Procedures

The responsibility to coordinate and assign deputies to work these events is usually assigned to the operations lieutenant or sergeant. Control numbers necessary for reporting Private Entity and Special Events are obtained from Contract Law Enforcement Bureau. There is one exception: control numbers for Private Entity Contracts involving movie studios are coordinated with the assistance of Sheriff's Information Bureau whose personnel obtain the control number from Contract Law Enforcement Bureau and provide it to the station.

The reporting procedure for these events is as follows:

For Private Entity, School District, and Special Events, since the Department recovers costs at time-and-one-half, the timekeeper shall input the deputies' hours worked into the Countywide Timekeeping and Payroll Personnel System (CWTAPPS).

Additionally, a memorandum (SH-AD 32A) reflecting the employee's name, rank and employee number, hours worked, and vehicle make and mileage, is sent by the timekeeper to Contract Law Enforcement Bureau. Contract Law Enforcement Bureau will review this memorandum for completeness and accuracy. It will then be forwarded to the Office of Administrative Services for Processing and Billing.

For School District Events, the timekeeper will also input the deputies' hours into the Countywide Timekeeping and Payroll Personnel System; however, this time is reported on a School District Report form, SH-AD 627, and forwarded by the timekeeper to the Contract Law Enforcement Bureau. This form will be reviewed for completeness and accuracy and then forwarded to the Office of Administrative Services for processing and billing.

CONTRACT TOW SERVICES

Contract tow services are a basic tool for any patrol station. However, as most station commanders can attest to, the awarding of tow contracts, or the termination of existing agreements, can be somewhat “political”, either with a prospective tow company operator or contract city officials.

Contract tow services are covered beginning with Section 5-01/150.00 of the Department’s Manual of Police and Procedures.

Each station commander determines the number of tow yards needed for that station’s particular needs. Tow companies apply at the station they wish to serve. The application is forwarded to the appropriate Detective Division Unit that holds responsibility for the investigation and inspection of tow company applicants. The results of that inspection are entered into a computer that provides a numerical rating for the tow yard. The report is provided to the station commander for the selection process. Station commanders may be hard pressed to explain why a selection is made out of rank order.

Tow contracts are for three years. After 2 ½ years, a notice of intent to renew the contract for a subsequent three years is sent to the tow company. A service review of the tow company is conducted. Absent cause, the contract is renewed for three years. A tow company cannot be removed without cause. Detective Division conducts annual inspections and periodic unannounced inspections to ensure compliance. Acceptable tow companies that have not been selected remain on the ranked list until a vacancy occurs or the unit commander determines additional needs.

Tow service contracts are governed under Section 12110 of the California Vehicle Code.

Contract Cities Enacting Exclusive Towing Contracts

In an opinion rendered by the Los Angeles County Counsel, cities can enter into exclusive towing contracts. However, to the extent that the contract negatively impacts the Sheriff’s ability to conduct law enforcement activities, the Sheriff does not need to abide by these contracts. Should a contract city enact an exclusive towing contract, County Counsel suggests that the station commander

communicate with the city that the Sheriff's Department is willing to cooperate with the cities' plans to the extent possible, but the Sheriff retains ultimate authority regarding the decision to use these companies and whether other companies may be used as necessary. The Sheriff maintains the ability to dictate standards regarding tow companies, as done by regular inspections of tow operators. The Sheriff has final and conclusive determination of these issues.

Questions regarding exclusive tow contracts should be referred to the Department's Legal Advisory Unit.

VEHICLE ALLOCATION

The management of vehicle resources is of paramount importance in the Sheriff's Department. Size, diversity, and decentralization have created factors complicating the allocation and coordination of those resources. The Fleet Management Unit was established early in the 1970's as a control point for vehicle resources. At that time, the unit studied patrol deployment and implemented a distribution plan. Black and white sedans were assigned to match station deployment with an additional 20% provided as a maintenance relief factor.

Imbalances occurred as programs terminated and associated vehicles were not reassigned or returned to a vehicle pool. As deployment patterns and service levels changed with the various patrol programs, shifts occurred in vehicle resources creating further imbalance. With the significant growth of the Sheriff's Department in recent years, particularly in the contract arena, this has been compounded by the limited funding available for fleet purchases.

The allocation of vehicles is the responsibility of the Fleet Management Unit. That allocation is from a specific pool of vehicles acquired from a set Departmental vehicle budget. The addition of contract items does not necessarily grant a station/unit the authorization to receive another vehicle. Contract Law Enforcement Bureau does not have the authority to direct Fleet Management to provide an additional vehicle to a station because of those contract additions. However, Contract Law Enforcement Bureau does work closely with the Fleet Management Unit to keep them apprised of individual station/unit staffing and deployment so they can make informed decisions regarding their available fleet resources. Contract Law Enforcement Bureau provides a list of contract changes to Fleet Management on a quarterly basis. That information is used by Fleet Management to assess station-wide deployment needs. That assessment determines any need for additions or deletions from the station fleet.

Stations/Units needing additional fleet vehicles must make their request to Communications and Fleet Management Bureau.

NARCOTICS FORFEITURE FUNDS

The Sheriff's Department's Narcotics Forfeiture Program began in 1984 with the passage of State and Federal laws. The forfeiture laws were the means by which profits and property derived from illegal drug transactions could be seized by law enforcement. The legislative intent of the forfeiture laws was to make a financial impact on substantial drug traffickers while aiding the law enforcement efforts of state and local agencies. Each time our Department personnel arrest and convict persons engaged in the transportation and/or selling of controlled substances, the Department is eligible to receive monies from the profits and property involved.

The monies received from these cases come from either the Federal or State government. The Federal Government returns approximately 80% of the value seized to the Department (via the U.S. Marshal's Office) while the State returns approximately 65% (via the District Attorney's Office). These funds are restricted to specific uses. The funds cannot supplant any existing funds available to support law enforcement efforts. The funds must be used for the betterment of law enforcement. For example, the Department has expended funds towards vehicle purchases, communications, surveillance and computer equipment, informant fees, investigative expenses, etc.

Without elaborating on the complexities of the laws, forfeiture monies returned to local agencies will be *returned* to the seizing agency, will not be used to *supplant* any existing funds that are available to support the law enforcement efforts to the agency, and will be used to *support* any law enforcement efforts.

Narcotics Bureau researches the individual case and determines how the funds will be distributed. Since Narcotics Bureau is a county-wide function, funds resulting from a county-wide operation are kept by the Department. If contract city personnel generate the case or are involved with the arrest, then the funds are distributed to the specific city involved. If the case is specific to a city, the distribution is a 90% to 10% split, with the Department keeping the 10% as an administrative cost. If the case involves personnel from different contract cities, then the funds are distributed according to the percentage of each city's involvement.

Narcotics Bureau prepares a memorandum to Fiscal Administration explaining the distribution of funds. Fiscal Administration sends a request to the Los Angeles

County Auditor-Controller for an issuance of checks. The Auditor-Controller issues the checks to Fiscal Administration who forwards them to Contract Law Enforcement Bureau for distribution to the concerned cities.

A memorandum of instruction accompanies the check to the station commander, along with a letter to the concerned city manager notifying him or her of legislative restrictions on the use of narcotics forfeiture funds. The station commander forwards the letter to the city manager.

It is difficult to estimate when a contract city might receive forfeiture funds after the disposition of a case. However, it takes approximately 2-3 weeks for the funds to reach the concerned contract city once Narcotics Bureau has been notified that the funds have been awarded.



Reference:

- Unit Commander Letter #338, letter of process regarding narcotics forfeiture, 11489 H&S