



Date of City Council Meeting: July 20, 2010

TO: Laurel Barcelona, City Administrator

FROM: Chief Timothy L. Dabney

SUBJECT: JAIL SWAP PROGRAM MEMORANDUM OF UNDERSTANDING

Recommendation: That the City Council:

Authorize the Chief of Police or his designee to sign a Memorandum of Understanding between the Santa Barbara County Sheriff's Department and the City of Lompoc Police Department to permit County Jail inmates assigned to the "Sheriff's Work Alternative Program (SWAP)" to perform light maintenance work under supervision of Lompoc Police Department personnel.

Background:

The City of Lompoc Police Department has operated a top notch, 23 bed Type 1 jail facility for more than fifty years. The Jail is staffed by Police Jailers 24 hours per day, seven days per week. For many years the Lompoc Police Department kept a "Jail Trusty" housed at the Jail full time. The Trusty would assist the Jailer with janitorial tasks inside the Jail such as mopping floors, cleaning toilets and sinks, moving and changing bed mattresses, as well as in serving meals to prisoners. The Trusty was also assigned to wash police vehicles. The Jail has a room designated as a Trusty quarters. That room was set up to provide comfortable living arrangements while an inmate served time in our custody.

Discussion:

Effective January 1, 2010, changes to State law (Penal Code Section 4019) related to jail overcrowding provided inmates additional credit for good behavior. That has caused inmates to cycle through their sentences more quickly than prior to January 1, 2010. That action limits the pool of acceptable Trusty candidates. Since the beginning of 2010, the County Jail has not been able to maintain an adequate and consistent supply of Trusty candidates, directly affecting the operation of the Lompoc City Jail. That situation now requires Police Jailers to do much of the janitorial and meal servicing without assistance. Washing of police vehicles to maintain a professional appearance has been contracted out to local car wash businesses at an additional cost to the City.

Although the Santa Barbara County Sheriff's Department can no longer provide a Trusty to be assigned to the Lompoc City Jail, they have offered to provide inmate workers through the Sheriff's Work Alternative Program (SWAP). Persons convicted of certain crimes may qualify to serve their sentence in the SWAP program as an alternative to jail time. Participants may serve their sentences in increments, such as weekends, to avoid

negative impacts to their full-time employment. Under SWAP program guidelines, candidates apply to the alternative work program. If accepted, then participants are assigned to a job location that fits the needs of the participant and the needs of the agency/organization that is requesting assistance. The participant reports to the work assignment, under direct supervision, and performs the required hours of sentence. Following completion of the hours, the person is released from County “custody.” If the participant fails to complete the assignment or violates the law while in the control of the assigned organization, then the person is remanded back to County Jail.

Fiscal Impact:

The Lompoc Police Department currently has over 25 vehicles in its fleet that are driven on a regular basis. A Trusty washed those vehicles weekly. The City is paying a local business to wash those vehicles at a cost of \$7.00 per vehicle. If every vehicle was washed once a week throughout the year, then the cost for vehicle washing would be \$9,100. The SWAP Program will save the City money.

Conclusion:

Entering into an MOU with the Santa Barbara County Sheriff’s Department will facilitate the referral of SWAP workers to the Lompoc Police Department. The MOU will provide an agreement between the County of Santa Barbara and the City of Lompoc in the event a SWAP worker becomes injured while working at or for the Lompoc Police Department. The City of Lompoc will indemnify the County of Santa Barbara against claims for worker's compensation benefits, penalties and administration costs related to the injured worker as it pertains to the injury occurring while under the supervision of the Lompoc Police Department. However, that indemnification is similar to the exposure that was present under the previous arrangement when the Santa Barbara County Sheriff’s Department provided a Trusty.

Staff recommends the City authorize the Chief of Police to sign the MOU with the Santa Barbara County Sheriff’s Department.

TIMOTHY L. DABNEY
Chief of Police

Attachments: [Memorandum of Understanding](#)

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

LAUREL M. BARCELONA
City Administrator