



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** February 9, 2016

**TO:** Mayor and Councilmembers

**FROM:** City Administrator's Office

**SUBJECT:** Service Agreement With Interim Police Chief

### **RECOMMENDATION:**

That Council authorize the City Administrator to execute a service agreement with John Crombach to act as Interim Police Chief, subject to Mr. Crombach's prior successful completion of a background investigation and other required pre-employment examinations.

### **DISCUSSION:**

City Police Chief Camerino "Cam" Sanchez will retire effective March 1, 2016, and his last day of work will be on February 19, 2016.\* City Administrator Paul Casey has hired Regan Williams from the executive search firm of Bob Murray & Associates to assist him with the recruitment for a new Police Chief. Because the recruitment is ongoing, it will be necessary for Mr. Casey to appoint someone to act as the Police Chief temporarily until a new Chief is selected in June or July of 2016.

Bob Murray & Associates maintains a partnership with the California Police Chiefs Association to provide candidates for interim public safety management assignments to interested agencies. Mr. Casey interviewed a number of candidates referred through this partnership, and has selected John Crombach to serve as the Interim Chief (see Press Release, Attachment 1). Mr. Crombach is not a candidate for permanent placement in the position.

Under the proposed agreement (Attachment 2), Mr. Crombach will be appointed on an at-will basis at a pay rate of \$4209.60 per week. As a retired annuitant under the California Public Employees Retirement Plan (CaPERS), Mr. Crombach will not participate in City retirement nor be eligible for other City benefits. Also, because of his status as a retired annuitant, his employment will be limited to 960 hours in each July through June Fiscal Year. Staff believes 960 hours will be sufficient time for the Interim Police Chief's duties.

Because this is an important public safety position, Mr. Crombach's employment is subject to a comprehensive background investigation, medical and psychological examinations, and other pre-employment requirements. The process to complete the required pre-employment investigations and examinations are underway and should be completed within the next few weeks. Anticipating timely completion of this process, Mr. Crombach will assume his new position on February 22, 2016\*.

*\* Note: Chief Sanchez will use vacation time from February 20 until his official retirement date of March 1, as allowed by City practice.*

**BUDGET/FINANCIAL INFORMATION:**

This Interim Police Chief position will be funded with salary and benefit savings from the Police Chief vacancy. Therefore, additional appropriations are not necessary.

**ATTACHMENT(S):** 1. Press Release Dated February 3, 2016  
2. Agreement Draft

**PREPARED BY:** Kristine Schmidt, Administrative Services Director

**SUBMITTED BY:** Paul Casey, City Administrator

**APPROVED BY:** City Administrator's Office



## **MEDIA RELEASE**

### **INTERIM SANTA BARBARA POLICE CHIEF APPOINTED**

**SANTA BARBARA, CA – 2/3/2016**

While a nationwide recruitment is conducted, City Administrator Paul Casey has appointed retired chief John Crombach as the Interim Police Chief of the Santa Barbara Police Department. He will oversee 200 sworn and civilian staff and a department budget of \$42 million.

Mr. Crombach brings 36 years of experience in law enforcement to Santa Barbara. He is well known for 20 years of service with the Oxnard Police Department where he rose through the ranks to become Police Chief in 2005, managing a staff of 227 officers and civilian staff. He most recently served as the Assistant Sheriff for Ventura County before retiring in March 2014. In this position, he was responsible for leading a staff of more than 600 deputies and civilian employees.

During his time in Oxnard, he helped establish the California Cities Gang Network to address gang and youth violence. He implemented a Cross Cultural Competency training program for employees and community leaders to build relationships and improve understanding of culture, ethnicity, and economic differences. Under his leadership, a citizen's academy was created for the Oxnard business community and he worked closely with their Downtown Business Partnership to develop security plans for the downtown area.

Mr. Crombach is a proponent of establishing high standards for his team and making career development a priority for sworn and civilian staff. He is known for a hands-on approach and interacting with people at all levels of the organization. He received a Bachelor's degree from University of La Verne and a Master's degree in Public Administration from California State University, Northridge.

According to City Administrator Paul Casey, "I'm impressed by John's commitment to build relationships. He sees residents, businesses, and other agencies as his customers and uses a collaborative approach to work with neighborhoods on public safety needs. He has a passion for building strong teams within organizations and I think he's a good fit for our Police Department during a time of transition."

After current Police Chief Cam Sanchez announced his retirement in October 2015, the City began an extensive public outreach effort and held meetings with community groups and police staff. Due to the importance of this position, the community's input was

valuable in understanding public safety issues and identifying the qualities of the ideal candidate.

Mr. Crombach will assume the interim position shortly after the retirement of Police Chief Cam Sanchez. The recruitment effort is estimated to conclude by July with an official appointment. Mr. Crombach noted that he does not intend to apply for the position.

*Contact: Nina Johnson, Assistant to the City Administrator*

*Phone: 805-564-5307*

*Email: [NJohnson@SantaBarbaraCA.gov](mailto:NJohnson@SantaBarbaraCA.gov)*

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**AGREEMENT  
FOR INTERIM POLICE CHIEF SERVICES  
BETWEEN JOHN CROMBACH AND THE CITY OF SANTA BARBARA**

THIS AGREEMENT, is made and entered into as of the \_\_\_ day of February, 2016, by and between the CITY OF SANTA BARBARA, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as “the CITY”, and John Crombach, hereinafter referred to as “CROMBACH”.

WHEREAS, the CITY, desires to retain CROMBACH to provide services to the CITY as Interim Police Chief; and

WHEREAS, CROMBACH has represented that he has the requisite knowledge, experience and skill to provide such services,

NOW, THEREFORE, the CITY AND CROMBACH agree as follows:

**1. DUTIES**

CROMBACH shall serve as the Interim Police Chief of the CITY upon appointment by the City Administrator. CROMBACH shall serve at the pleasure of the City Administrator. CROMBACH shall perform the tasks and duties of the Santa Barbara Police Chief on an interim basis for the CITY in accordance with state and federal laws, the Santa Barbara Municipal Code and Charter, and as directed by the City Administrator. CROMBACH shall at all times faithfully, and to the best of his ability, experience, and talent perform the services described herein. Specific duties for CROMBACH shall include the following:

- a. Manage the day-to-day activities of the Santa Barbara Police Department including all matters of operation and personnel;
- b. Provide continuity and assist with the subsequent police chief transition in the Santa Barbara Police Department;

- c. Meet with the City Administrator and other staff as needed to discuss organizational issues; and
- d. Other duties as assigned by the City Administrator.

**2. TERM**

The term of this agreement shall be from the date first specified above to the earlier of: i) the date upon which a permanent police chief is appointed, ii) the date upon which CROMBACH has completed 960 hours of work during any fiscal year, or, iii) the date upon which this Agreement is terminated by the City Administrator.

To enable CROMBACH to continue receiving vested benefits pursuant to the California Public Employees Retirement System ("PERS"), the duties to be performed under this Agreement shall not equal an amount of hours greater than that allowed pursuant to California Government Code section 21221, which limits CROMBACH to working no more than 960 hours per fiscal year unless an extension is granted prior to the expiration of the 960-hour period. CROMBACH shall keep a log of his daily work hours to ensure compliance with California Government Code section 21221 for Fiscal Year 2015/2016 and, if necessary for Fiscal Year 2016/2017. CROMBACH represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221 for fiscal year 2016/2017.

Nothing in this Agreement shall be construed to create a property interest in the job of Interim Police Chief.

**3. RELATIONSHIP OF THE PARTIES**

The services provided by CROMBACH pursuant to this Agreement shall be temporary and hourly in nature. CROMBACH shall not acquire any of the rights, privileges, powers, benefits, or advantages of a regularly employed CITY

employee. CROMBACH agrees and understands that his service under this Agreement is at the sole discretion and pleasure of the City Administrator. CROMBACH expressly waives any rights he may have under Government Code section 3304, if any, including specifically any notice or statement of reasons for removal by the City Administrator. CROMBACH may terminate this Agreement by giving written notice to the City Administrator specifying the date of such termination. CROMBACH will provide notice of not less than 30 days from the date that he proposes to terminate his employment. The CITY reserves the right to terminate, and may terminate, CROMBACH's employment without cause and without written notice at any time, with or without reasons.

In the event of termination of this Agreement, any CITY equipment will be returned to the City immediately. In addition, any and all finished and unfinished documents, data, reports, and materials obtained by CROMBACH through his service under this Agreement shall be deemed the property of the CITY.

#### **4. WORK SCHEDULE, COMPENSATION AND REIMBURSEMENT**

- a. CROMBACH will be on-site during the weekly work days and hours necessary to carry out the duties specified above, and further days and hours as may be necessitated by emergency situations, or as otherwise approved and/or desired by the City Administrator.
- b. In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein, the CITY shall pay CROMBACH a fee of \$4209.60 per week. This amount is the equivalent of the published compensation for the position of Police Chief for the CITY and complies with the requirements of California Government Code section 21221. This weekly sum is the total compensation to be paid to CROMBACH by the CITY as the Interim Police Chief, exclusive of expense reimbursements authorized by this Agreement. The CITY shall not provide or be obligated to provide medical, dental, life, or similar insurance benefits,

- or to make or contribute any additional sums for any retirement benefits, other than those required by law. As a retired CalPERS annuitant, CROMBACH shall not be entitled to participate in the CITY's CalPERS retirement plan, and will not earn paid sick leave.
- c. CITY shall provide Worker's Compensation Insurance related to incidents occurring during the course and scope of CROMBACH's performance for the CITY.
  - d. CROMBACH waives any rights he may have to unemployment benefits following the cessation of the services provided in this Agreement.
  - e. CITY shall provide CROMBACH use of a CITY vehicle including gas and maintenance for official City business and travel to and from his residence. CROMBACH shall be responsible for any tax liability that may result from use of the vehicle. CITY shall also provide CROMBACH the use of a City issued cell phone for official City business only. CITY equipment and other CITY resources shall not be used for personal purposes.
  - f. CROMBACH must obtain prior approval from the City Administrator or his designee prior to incurring reimbursable business expenses. Final approval is at the discretion of the City Administrator. CITY agrees to reimburse CROMBACH for such approved business expenses as may be reasonably and necessarily incurred in the course and scope of performing the duties specified in this Agreement, provided that all such expenses are incurred in a manner consistent with City policies.
  - g. CROMBACH may wear a City of Santa Barbara Police uniform. The City will provide two police uniforms, an inclement weather jacket and required police equipment, including duty-issued firearm. CROMBACH is required to present the CITY with receipts in support of any reimbursement requested. Any property provided will be returned by CROMBACH at the end of the contract term.

## 5. CONDITIONS OF CROMBACH'S SERVICES

- a. Conflicts of Interest Prohibited. During the term of this Agreement, CROMBACH shall not engage in any business, enter into transactions or maintain a financial interest which conflicts, or reasonably might be perceived to conflict, with the proper discharge of CROMBACH's duties under this Agreement. CROMBACH shall complete and file all documentation required by the Political Reform Act of 1974, including but not limited to an assuming office statement and statement of economic interests.

## 6. BONDS AND INDEMNIFICATION

- a. Indemnification. CITY shall defend, hold harmless and indemnify CROMBACH against any tort, civil rights, personnel, discrimination, professional liability claim or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of CROMBACH's duties in accordance with the provisions of California Government Code section 825, and following. This specific covenant shall survive the termination of this Agreement. This section shall not apply to any intentional tort or crime committed by CROMBACH, to any action outside the course and scope of the services provided by CROMBACH under this Agreement, or any other intentional or malicious conduct or gross negligence on the part of CROMBACH.

Except as provided in Government Code section 995.2, the CITY shall provide a defense including legal counsel services through the City Attorney's Office in: a) any civil action or proceeding described in Government Code section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in situations where a claim or action is threatened. If CITY pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2,

preclude City payments for defense, CROMBACH shall immediately reimburse CITY, and if he fails to do so, CITY may offset any such amounts against compensation and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This covenant shall survive the termination of this Agreement as to any claims, civil action or proceedings which accrued during the term of this Agreement.

- b. Bonds. City shall bear the full cost of any fidelity or other bonds which may be required in the performance of CROMBACH's services under this Agreement.

## **7. NOTICE**

Whenever it shall be necessary for either party to serve notice on the other, such notice shall be served by certified mail, postage prepaid, return receipt requested, addressed to the City of Santa Barbara at 735 Anacapa Street, Santa Barbara, CA 93101, Attention: City Clerk; and for CROMBACH at the Santa Barbara Police Department unless and until different addresses may be furnished in writing by either party to the other. Notice shall be deemed to have been served upon deposit in the United States Postal Service. This shall be valid and sufficient service of notice for all purposes.

## **8. ASSIGNMENT**

CROMBACH shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the CITY, by and through the City Administrator.

## **9. ACCEPTANCE OF AGREEMENT**

- a. CROMBACH has been provided the opportunity to consult legal counsel in regards to the terms and conditions of this Agreement. CROMBACH has read and understands the terms and conditions of this Agreement and is

fully aware of their legal effect, and hereby accepts the terms and conditions contained herein.

- b. This Agreement contains all of the terms and conditions of this Agreement and supersedes all other oral, implied, or written agreements, communications or representations. No subsequent alteration, amendment, change or addition to this agreement shall be binding upon the parties unless reduced to writing and signed by the City Administrator.

**10. SEVERABILITY**

If any provision or any portion of this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written.

**APPROVED AND AUTHORIZED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Casey  
City Administrator

**ACCEPTED AND AGREED TO:**

Date: \_\_\_\_\_

\_\_\_\_\_  
John Crombach

**ATTEST:**

\_\_\_\_\_  
Matt Fore

Acting City Clerk Services Manager

**APPROVED AS TO FORM**

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Ariel Calonne  
City Attorney