



Agreement # _____

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT having its principal place of business at 2560 Skyway Drive, Santa Maria, CA 93455 (hereafter DISTRICT) wherein COUNTY agrees to provide and the DISTRICT agrees to accept the services specified herein.

WHEREAS, there are within the boundaries of the County of Santa Barbara certain events which attract such large numbers of persons and vehicles that additional assistance from outside law enforcement agencies, including the Santa Barbara Sheriff's Office, is required in order to provide adequate law enforcement services; and,

WHEREAS, the DISTRICT has requested the COUNTY, through its Sheriff's Office, to assist in the provision of necessary law enforcement services pursuant to a contractual agreement; and,

WHEREAS, the COUNTY, through its' Sheriff's Office, has expressed willingness to provide law enforcement assistance on a cost reimbursement basis pursuant to contractual agreement; and

WHEREAS, pursuant to Government Code 6502, "the Board of Supervisors...contract on behalf of the Sheriff... to provide supplemental law enforcement services to public entities to preserve the peace;"

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

DESIGNATED REPRESENTATIVE. Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dr. Mark Richardson at phone number (805) 922-4573 is the authorized representative for DISTRICT. Changes in designated representatives shall be made only after advance written notice to the other party.

NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Douglas A. Martin, Chief Financial Officer, Santa Barbara County Sheriff Office, 4434 Calle Real, Santa Barbara CA 93110

To DISTRICT: Dr. Mark Richardson, Superintendent, Santa Maria Joint Union High School District, 2560 Skyway Drive, Santa Maria CA 93455

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

SCOPE OF SERVICES. COUNTY agrees to provide services to the DISTRICT in accordance with Exhibit A attached hereto and incorporated herein by reference.

TERM. COUNTY shall commence on August 1, 2015 and complete services on June 30, 2018, unless earlier terminated.

COMPENSATION OF COUNTY. COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

STANDARD OF PERFORMANCE. COUNTY represents that it has the skills and expertise necessary to perform the services required under this Agreement. Accordingly, COUNTY shall perform services in the manner and according to the standards observed by a competent practitioner of the same profession.

OWNERSHIP OF EQUIPMENT. COUNTY shall be the owner of all items incidental to the performance of this Agreement. No transfer of ownership of equipment from COUNTY to the DISTRICT shall occur as a result of this contract.

INDEMNIFICATION AND INSURANCE. The DISTRICT shall agree to defend indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

NONDISCRIMINATION. COUNTY hereby notifies the DISTRICT that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and the DISTRICT agrees to comply with said ordinance.

NONEXCLUSIVE AGREEMENT. The DISTRICT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

ASSIGNMENT. The DISTRICT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

TERMINATION.

A. **By COUNTY.** COUNTY may, by written notice to DISTRICT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of the DISTRICT to fulfill the obligations herein.

- 1) For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, COUNTY shall promptly cease work and notify DISTRICT as to the status of its performance.
- 2) For Cause. Should the DISTRICT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option,

terminate this Agreement by written notice which shall be effective upon receipt by the DISTRICT.

B. By DISTRICT. Should COUNTY fail to provide the DISTRICT all or any part of the services set forth in Exhibit A, the DISTRICT may, at the DISTRICT option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY.

Notwithstanding any other payment provision of this Agreement, the DISTRICT shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made.

SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

NO WAIVER OF DEFAULT. No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

COMPLIANCE WITH LAW. The DISTRICT shall, at their sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of the DISTRICT in any action or proceeding against the DISTRICT, whether COUNTY be a party thereto or not, that the DISTRICT has violated any such ordinance or statute, shall be conclusive of that fact as between the DISTRICT and COUNTY.

CALIFORNIA LAW. The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, the DISTRICT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the DISTRICT is obligated, which breach would have a material effect hereon.

PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement between the SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT and Santa Barbara County Sheriff's Office regarding contracted law enforcement services as approved by the following parties:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

SHERIFF'S OFFICE

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

By: _____
BILL BROWN, SHERIFF

Date: _____

Date: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

DISTRICT:
DR. MARK RICHARDSON, SUPERINTENDENT
SANTA MARIA JOINT UNION HIGH SCHOOL
DISTRICT

By: _____
Deputy

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

Date: _____

Date: _____

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

The COUNTY agrees to provide a Sheriff's Deputy during normal school hours in the capacity and role of School Resource Deputy (SRD) for Ernest Righetti High School, 941 East Foster Road, Santa Maria, CA 93455, and Delta High School, 4893 Bethany Lane, Santa Maria, CA 93455. The assigned Sheriff's Deputy will provide general law enforcement services for both schools.

In the event the Deputy assigned to this position is not available due to vacation, illness, collateral duty, training, etc., the Sheriff's Office will make every effort to provide a replacement Deputy during the absence. The SRD will work a 40-hour work week during the 36 weeks of the school year. The SRD will be scheduled to work the same hours on a daily basis, but may have to adjust his/her schedule on occasion.

The DISTRICT understands the assigned Deputy may, on occasion, be temporarily diverted from the school campus as deemed necessary for law enforcement services in the immediate area, including, but not limited to, emergency calls, logistical needs, and transportation duties. Such diversions should be kept to a minimum. The District will not be charged for law enforcement activities/investigations not related to the High Schools.

The rendition of services to be performed by COUNTY under this agreement, including the standards of performance, the discipline of all Sheriff's Office personnel and the control of all Sheriff's Office personnel employed under the Agreement shall be under, and remain under, the ranking Sheriff's Office officer assigned.

No exemptions and exceptions to the services are to be performed.

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EXHIBIT B

PAYMENT METHODOLOGY AND PROCESS

This Exhibit outlines the costs for which the DISTRICT will be liable under this Agreement, the method of calculation to be used for the costs, and the billing and payment processes to be followed under this Agreement.

1. Compensation.

A. Initial Compensation. The compensation to be paid by the DISTRICT to the COUNTY for General Law Enforcement Services under this Agreement for the fiscal year beginning July 1, 2015 is described in subparagraph B below. The calculation will be performed to amend the cost of compensation is described in Exhibit B, Paragraph 2. This calculation does not include any Supplemental Law Enforcement expenses, which are to be agreed to under separate contract and cover.

B. Compensation Formula

HOURS OF SERVICE & CHARGES
AVERAGE SCHOOL YEAR

Position	Hourly Rate	Total Hours Annually	Total Estimated Annual Cost
SRD	\$91.5622	1440	\$131,849.56

C. Overhead. DISTRICT will cover the portion of the Sheriff's Office indirect costs and are included in the Hourly rate in Paragraph 1, subparagraph B above. DISTRICT will not be responsible nor will it be billed for the costs of any Countywide overhead. COUNTY shall not charge DISTRICT for any service or function performed by the COUNTY attributable to services provided or required by law to be provided to the entire COUNTY, such as, for example, District Attorney, Custody, or Coroner services.

2. Annual Re-computation of Compensation

A. Re-computation of General Law Enforcement Services Costs and Changes to Staffing and Service Levels. Both Parties acknowledge that during the term of this Agreement, circumstances may change both as to the COUNTY'S costs of providing the service in this Agreement and as to the DISTRICT 'S staffing and service level needs. As such, no less than 90 days before July 1st of each successive year of this Agreement, DISTRICT and COUNTY representatives will meet and shall make every reasonable effort to mutually resolve both parties' issues relating to any increased costs, modification of service or staffing levels and/or scheduling to address the financial burdens and service needs and abilities in providing law

enforcement services as provided in this Agreement. The COUNTY shall make a recommendation to the DISTRICT, and the DISTRICT shall approve and agree to, any necessary changes to this Agreement relating to the proposed level and costs of service, and the workplace and/or geographic boundaries for law enforcement services to be provided to the DISTRICT for the following fiscal year. (July 1st through June 30th). In the event COUNTY's budget estimate submitted to the DISTRICT for the new Fiscal Year exceeds the DISTRICT's prior year adopted budget for law enforcement services by 3%, or more, COUNTY shall also provide DISTRICT with a revised recommended staffing plan for the DISTRICT's consideration that reflects how service levels could be adjusted in order for costs to stay within the adopted DISTRICT budget. This shall be referred to as the "re-computation" and shall include, among other things, any changes in the compensation and benefit structure for COUNTY employees as the result of negotiated collective bargaining agreements entered into subsequent to the effective date of this Agreement. Upon reaching agreement on either COUNTY'S re-computation estimates or DISTRICT'S request for changes in service or staffing levels, or both, the parties shall prepare and execute a written amendment to this Agreement setting forth any changes agreed to as a result of this process.

B. Payment Process. COUNTY shall invoice the DISTRICT on the first day of each month for an amount which represents actual cost of providing the services in this Agreement. The DISTRICT shall make full payment of this invoice no later than the 25th of the same month in which the Invoice was received. DISTRICT'S payment may be made by check made payable to "Santa Barbara County Sheriff's Office" and delivered via mail or in person to the COUNTY's designated representative or by electronic transfer to an account that will be provided by COUNTY. If payment is not received by the COUNTY within 30 days of the due date set forth herein, COUNTY may charge the DISTRICT interest on the unpaid amount until paid. Said interest shall be assessed at the COUNTY'S pooled interest rate in effect at the time. If invoices submitted for payment contain errors, DISTRICT shall review and return said invoices to COUNTY for correction. The thirty (30) day period for processing said invoice re-starts upon the date of the submitted corrected invoice (s).

C. Salary Changes. Notwithstanding the process provided herein for re-computation of COUNTY's employee costs prior to each fiscal year of this Agreement, the DISTRICT acknowledges that the compensation rates for COUNTY employees may also change at any time during the term of this Agreement as the result of the collective bargaining process and the adoption by the COUNTY of its Personnel and Salary Ordinances and Resolutions. DISTRICT shall be notified in writing as soon as possible and no later than thirty (30) days after the formal adoption of any Personnel and Salary Ordinance or Resolution that changes the compensation

levels of employees assigned to provide services under this Agreement. Along with this notification, DISTRICT shall be provided a written detailed summary of the cost differences arising from the changes to the COUNTY's personnel costs. DISTRICT and COUNTY shall then meet as soon as possible, and shall make every reasonable effort to address the increased costs and their impact on DISTRICT's budget, including potential changes to service levels. The parties shall prepare and execute a written amendment to this Agreement.

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EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

DISTRICT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. DISTRICT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

DISTRICT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

DISTRICT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the DISTRICT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if DISTRICT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the DISTRICT of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the DISTRICT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the DISTRICT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the DISTRICT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the DISTRICT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the DISTRICT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – DISTRICT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said DISTRICT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. DISTRICT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the DISTRICT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the DISTRICT of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – DISTRICT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the DISTRICT's obligation to provide them. The DISTRICT shall furnish evidence of renewal of

coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and DISTRICT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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