

**AGREEMENT TO PROVIDE FINANCIAL AND ACCOUNTING SERVICES TO  
GOLETA CEMETERY DISTRICT**

This agreement is made by and between the County of Santa Barbara for services of the Auditor-Controller's Office ("County") and Goleta Cemetery District, an independent special district ("GCD") and is entered into this \_\_\_ day of \_\_\_\_\_, 2011, with respect to the following:

**WHEREAS**, GCD is in need of financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, the Auditor-Controller is authorized to provide financial and accounting services to GCD at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

**NOW THEREFORE**, to accomplish these objectives, County and GCD enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2010, to and including June 30, 2011. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
  
2. **Scope of Services.** The County of Santa Barbara, through the Auditor-Controller's Office, shall provide financial and accounting services as requested by GCD, as follows:
  - Processing of eForms in FIN Web to electronically process vendor payments, journal entries, deposit journal entries, budget, and warrant cancellations;
  - Electronic document retention;
  - 1099 IRS Reporting including TIN matches;
  - Processing vendor garnishments and liens, upon provision of required legal documentation;
  - Verification of correct sales and use tax rate charged by vendors, to the best of County's ability;
  - Filing of quarterly sales tax report with Board of Equalization (BOE) and work with BOE auditors when audited;
  - Payment of vendors by warrant or Automated Clearing House (ACH);
  - Daily reconciliation with Treasury pool;
  - Maintenance of GCD fund structure, budget reporting and financial reporting.

3. **Services and Costs.**

a. **Financial and Accounting Services.** The billing rate will be the lesser of (a) costs allocated as part of the County of Santa Barbara Cost Allocation Plan, or (b) \$10,000 per fiscal year. This rate will apply for three fiscal years, from FY 2010-11 to FY 2012-13, subject to annual renewal of this agreement for three fiscal years. Thereafter, the billing rate shall be the costs allocated as part of the County of Santa Barbara Cost Allocation Plan for use in the fiscal year that is the subject of the agreement.

b. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Santa Barbara County Auditor-Controller.

4. **Fiscal Year 2010/2011 Contract Costs.** Financial and accounting services costs for 2010/2011 will be \$10,000.

5. **Policies and Procedures.** GCD agrees that, for the services rendered under this contract, the Auditor-Controller will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, and claims against the County reimbursement for County employee expenses.

6. **Communication.** The Auditor-Controller shall maintain an ongoing relationship with GCD by providing a designated liaison from the Auditor-Controller's organization who will have the primary responsibility for providing financial and accounting services. The Auditor-Controller will meet as needed with the GCD District Manager to review the services provided.

7. **Indemnification.** Statutory indemnification and contribution provisions as found in Government Code Title 1, Division 3.6, Chapter 21, Section 895 et seq. are applicable to this agreement.

8. **Liability.** In no event will County's liability to GCD exceed the amount paid by GCD to County during the one year period immediately preceding the event that gave rise to a claim. County shall not be liable to GCD for any incidental, consequential, indirect or punitive damages.

9. **Insurance.** Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

10. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

11. **Severability.** If any provision of the Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
12. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Santa Barbara, California.
13. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

GOLETA CEMETERY DISTRICT

By:

Name:

Title: Chair, Board of Directors

Date:

Attest:

By:

Name:

Title:

Date:

[Signatures continued on next page]

COUNTY OF SANTA BARBARA

By:

\_\_\_\_\_  
Chair, Board of Supervisors

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

By: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_

Deputy County Counsel

By: \_\_\_\_\_

Deputy

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_