

Agreement# \_\_\_\_\_

## AGREEMENT TO PROVIDE SERVICES

City Agreement No. \_\_\_\_\_

**THIS AGREEMENT TO PROVIDE SERVICES** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and the City of Santa Barbara, a municipal corporation (hereafter "City of Santa Barbara") wherein County agrees to provide, and the City of Santa Barbara agrees to accept, the services specified herein.

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

**WHEREAS**, the City of Santa Barbara has requested the County, through its Sheriff's Office, to assist in the provision of necessary law enforcement and custodial services pursuant to a contractual agreement; and,

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

**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. Kelly Gordon, Chief of Police, (805) 897-2395 is the authorized representative for the City of Santa Barbara. 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:    John Maxwell, Lieutenant  
   Santa Barbara Sheriff's Office  
   4434 Calle Real  
   Santa Barbara, CA 93110

To City of Santa Barbara: Ben Ahrens, Lieutenant  
Santa Barbara Police Department  
PO Box 539  
Santa Barbara, CA 93102

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.

3. **SCOPE OF SERVICES.** County agrees to provide services to the City of Santa Barbara in accordance with Exhibit A, "Statement of Work," attached hereto and incorporated herein by reference.
4. **TERM.** County shall commence performance on July 31, 2024, and end performance upon completion, but no later than August 4, 2024 unless earlier terminated.
5. **COMPENSATION OF COUNTY.** County shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, "Compensation Methodology," attached hereto and incorporated herein by reference.
6. **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.
7. **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 City of Santa Barbara shall occur as a result of this contract.
8. **INDEMNIFICATION AND INSURANCE.** City of Santa Barbara agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.
9. **NONDISCRIMINATION.** County hereby notifies the City of Santa Barbara 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 City of Santa Barbara agrees to comply with said ordinance.

10. **NONEXCLUSIVE AGREEMENT.** The City of Santa Barbara 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.

11. **ASSIGNMENT.** The City of Santa Barbara 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.

12. **TERMINATION.**

A. **By County.** County may, by written notice to City of Santa Barbara, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of the City of Santa Barbara to fulfill the obligation 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 City of Santa Barbara as to the status of its performance.

2) For Cause. Should the City of Santa Barbara 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 City of Santa Barbara.

B. **By City of Santa Barbara.** Should County fail to provide the City of Santa Barbara all or any part of the services set forth in Exhibit A, the City of Santa Barbara may, at the City of Santa Barbara's 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 City of Santa Barbara 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.

13. **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 of effect hereof.

14. **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.

15. **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.
16. **TIME IS OF THE ESSENCE.** Time is of the essence in the Agreement and each covenant and term is a condition herein.
17. **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 of 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.
18. **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 estoppel.
19. **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.
20. **COMPLIANCE WITH LAW.** The City of Santa Barbara 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 City of Santa Barbara in any action or proceeding against the City of Santa Barbara, whether County be a party thereto or not, that the City of Santa Barbara has violated any such ordinance or statute, shall be conclusive of that fact as between the City of Santa Barbara and County.
21. **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.
22. **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

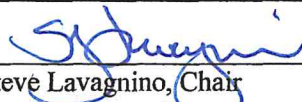
or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, the City of Santa Barbara hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the City of Santa Barbara is obligated, which breach would have a material effect hereon.

23. **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.

This Agreement between the City of Santa Barbara and County of Santa Barbara regarding contracted law enforcement and custodial services as approved by the following parties:


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 31, 2024.

**COUNTY OF SANTA BARBARA:**

By:   
Steve Lavagnino, Chair  
Board of Supervisors

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: 

**APPROVED AS TO CONTENT:**  
BILL BROWN, SHERIFF

By:  8-6-24


**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  Paul Lee - County Counsel  
Paul Lee - County Counsel (Jul 31, 2024 25:41 PDT)


**APPROVED AS TO INSURANCE:**  
GREG MILLIGAN, ARM  
RISK MANAGER

By:  Greg Milligan  
Greg Milligan (Jul 31, 2024 16:05 PDT)

**APPROVED AS TO ACCOUNTING:**  
BETSY M. SCHAFFER  
AUDITOR-CONTROLLER

By:  Juan Esquivido  
Juan Esquivido (Aug 1, 2024 10:51 PDT)

**CITY OF SANTA BARBARA**

By:   
Kelly McAdoo (Aug 6, 2024 06:22 GMT+2)  
Kelly McAdoo, City Administrator  
City of Santa Barbara

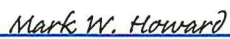
**APPROVED AS TO CONTENT:**  
KELLY GORDON, POLICE CHIEF

By: 

**APPROVED AS TO FORM:**  
SARAH KNECHT  
CITY ATTORNEY

By:  Sarah Knecht  
Sarah Knecht (Aug 5, 2024 14:03 PDT)

**APPROVED AS TO INSURANCE:**  
MARK HOWARD  
RISK MANAGER

By:  Mark W. Howard  
Mark W. Howard (Aug 5, 2024 16:01 PDT)

## EXHIBIT A

### STATEMENT OF WORK

The County, through its Sheriff's Office, agrees to provide special event law enforcement and custodial services for the City of Santa Barbara, from July 31, 2024, through August 4, 2024, for events associated with the annual Old Spanish Days Fiesta celebration.

Written notice will be presented to the County of Santa Barbara by the City of Santa Barbara for specific personnel requests, preferably thirty days in advance of the special event sponsored by the City of Santa Barbara. Untimely requests are subject to inability to accommodate the request. County deputies will be scheduled outside of their regular work calendar to serve supplemental law enforcement and booking/custodial requests. If the event is canceled by the City of Santa Barbara, a written notice from the City of Santa Barbara to the County must be received at least twenty-four hours prior to the event in order to avoid a two-hour minimum charge per deputy/custody deputy scheduled. If the Sheriff's Office determines additional personnel or specialized equipment or teams are necessary to fulfill the duties assigned to the Sheriff's Office pursuant to this Agreement, the Sheriff's Office will notify the City of Santa Barbara. The City agrees to not unreasonably withhold its consent. In the event that the City does withhold its consent, the Sheriff's Office may refuse to provide the additional personnel or specialized equipment.

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 personnel assigned.

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

## EXHIBIT B

### COMPENSATION METHODOLOGY

The City of Santa Barbara will reimburse the County for actual, additional personnel and supply costs incurred in the provision of the services described in Exhibit A. Costs will be tracked through the County's financial system and a summary invoice will be sent to the City of Santa Barbara within 60 days of the conclusion of the work performed. A minimum of two hours per officer will be assessed for each scheduled event unless the event is cancelled, and the County is informed at least twenty-four hours in advance. A detailed listing of these charges will be kept on file at the County office and made available to the City of Santa Barbara upon written request. These records will be maintained for a period of one year after the date of the original invoice.

The City of Santa Barbara may request and receive an estimate of costs based on number and rank of staff, hours of service and direct expense items requested. In no way will an estimate constitute a minimum or maximum allowable charge under the terms of this Agreement. The costs will be the salary of the actual employee hired at an overtime rate plus 14.29% of the salary which is the ICRP (indirect cost rate proposal as determined by the County Auditor's Office), and \$8.90 per hour for associated administrative costs. While efforts will be made to staff each event with the requested number and rank of personnel, the Sheriff's Office reserves the right to assign available staff of any rank if necessary.

The City of Santa Barbara's payment is due to the County within thirty (30) days of the date of the invoice. Payment will be made payable to: Santa Barbara County Sheriff, and mailed to Santa Barbara County Sheriff's Office, Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427.

If such payment is not delivered to the County office within thirty days after the date of the invoice, County is entitled to recover interest thereon. Said interest shall be at the rate often (10) percent per annum or the maximum amount permitted by law, whichever is greater, and commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the County office described on said invoice.



## **EXHIBIT C**

### **INDEMNIFICATION AND INSURANCE PROVISIONS**

#### **A. INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

#### **B. INSURANCE**

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.