

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

## Agenda Number:

**Prepared on:** 9/1/03  
**Department Name:** District Attorney  
**Department No.:** 021  
**Agenda Date:** 12/2/03  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Thomas W. Sneddon, Jr.  
District Attorney

**STAFF CONTACT:** Marnie B. Pinsker  
D.A. Assistant Director, x2304

**SUBJECT:** Agreement Renewal with City of Buellton for Prosecution Services

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## Recommendation(s):

That the Board of Supervisors:

a) Execute an agreement with the City of Buellton authorizing the District Attorney to continue to prosecute violations of city laws when requested, effective September 1, 2003 through June 30, 2008.

## Alignment with Board Strategic Plan:

The recommendation is primarily aligned with our organizational values regarding economy in government.

## Executive Summary and Discussion:

Since March, 1995 the City of Buellton has contracted with the District Attorney to prosecute certain violations of City laws, including code enforcement. As Buellton contracts for city attorney services with a firm located in Camarillo, they determined it would be more cost effective to have the District Attorney handle specified court appearances for City code violations. While no cases have been handled to date, continuation of this contract enables the District Attorney to provide services should the need arise. The scope of services primarily involves representation in cases where the offender requests a trial, and will include all court appearances necessary to prosecute these cases.

## Mandates and Service Levels:

While this is a non-mandated service, there will be minimal impact on District Attorney staff, as most court appearances will be made concurrent with other District Attorney Court matters.

## Fiscal and Facilities Impacts:

There is no fiscal impact on the County. The City will pay a flat fee of \$60 per court appearance and an hourly rate of \$64 for cases tried in court, with annual cola adjustments. Based on historical experience, no budget changes are proposed.

**Concurrences:**

County Counsel  
Auditor Controller  
Risk Management

**Special Instructions:**

Please return one executed copy to the District Attorney's Office, ATT: Marnie Pinsker

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of September, 2003, by and between the City of Buellton (hereinafter "City") and the County of Santa Barbara (hereinafter "County").

WHEREAS, the City Attorney of Buellton is a part-time employee with an office in Santa Barbara and is responsible for prosecuting violations of City laws, including code enforcement actions; and

WHEREAS, City desires to engage in the services of County to prosecute such violations; and

WHEREAS, the County, through its District Attorney, is willing and able to provide such services.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Employment

County, through the District Attorney's Office located in Santa Maria, shall perform the following services to City in accordance with the terms and conditions hereinafter set forth.

2. Scope of Services

a. County, through the District Attorney, shall represent City when citations for violation of City ordinances are filed with the court and referred to the District Attorney pursuant to this Agreement, in such cases where the offender is represented by counsel and demands a trial. The District Attorney shall make all required court appearances, other than arraignments, including pre-trials and actual trials of cases, where necessary.

b. City shall be responsible for providing the District Attorney with a City code and providing notification to District Attorney of any changes or modification which may affect the terms of this Agreement.

c. The District Attorney shall provide City with a summary report, in a form mutually acceptable to City and County, indicating the disposition of those cases handled by District Attorney pursuant to this Agreement.

d. The District Attorney's Office may, in its sole discretion, decline to prosecute on City's behalf, any code violation. The District Attorney shall give notice to City at the earliest possible time if the District Attorney's Office determines not to prosecute a City ordinance.

3. Terms of Agreement

The term of this Agreement shall commence on September 1, 2003, and shall terminate on June 30, 2008. At the end of this period, the Agreement shall remain in full force and effect until written notice is provided by either party. City shall have the option to renew this Agreement by giving written notice to County at least thirty (30) days prior to the effective date of termination.

4. Supervision

The District Attorney shall retain the exclusive authority over the activities of his personnel in the performance of the terms of this Agreement.

5. Mutual Cooperation

To facilitate the performance of the services under this Agreement, County shall have full cooperation and assistance from City, its officers, agents and employees, and City shall have full cooperation from County and its District Attorney's Office.

6. Designation of Liaison

City and County shall each designate a specific individual or individuals to act as representatives of the parties for purposes of regular communications between the parties regarding the performance of the services under this Agreement. Senior Deputy District Attorney Jerry McBeth shall be the liaison for County and Don G. Kircher shall be the City's liaison.

7. Independent Contractor

In furnishing the services provided in this Agreement, County shall act as an independent contractor and in no respect shall be considered an agent or employee of the City.

8. Termination of Agreement

Either party may terminate this Agreement at any time by giving the other party fifteen (15) days written notice of such termination, specifying the effective date of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the performance of this Agreement. In the event of termination, County shall be paid for all services completed prior to the effective date of termination.

9. Compensation

a. City shall pay to the County upon receipt of quarterly billing in duplicate directed to City, the following costs and charges effective September 1, 2003. Future dates shall be adjusted to include negotiated salary or benefit increases in the Deputy District Attorney MOU.

- i. The sum of sixty dollars (\$60.00) for each appearance made in court other than for trial purposes.
- ii. The sum of sixty-four dollars (\$64.00) per hour for each case tried in court.
- iii. Round-trip mileage at IRS rate in effect should the county be required to appear solely on City cases.
- iv. Any actual extraordinary expenses required by the prosecution of the case.

b. County shall keep reasonably itemized records showing the services performed pursuant to this Agreement, including hours worked and appearances made on behalf of City. Such records shall be available for City inspection after reasonable prior notice to County.

10. Indemnification

a. City shall indemnify, defend and hold County, and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, damage to property, violation of any federal, state or municipal law, ordinance or regulation, other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement, of City, and its officers, agents and employees.

In the event any action, claim or cause of action is brought against the County and/or County's agents, officers and employees, as a result of prosecution pursuant to this Agreement of any municipal law and/or ordinance of the City, which municipal law and/or ordinance is declared invalid and/or unconstitutional, City agrees to indemnify, defend and hold County, and County's agents, officers and employees, harmless in accordance with the provisions of this section.

b. County shall indemnify, defend and hold City, and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any person injury, bodily injury, damage to property, violation of any federal, state or municipal law, ordinance or regulation, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement, of County, and its officers, agents and employees.

11. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given as follows:

To County: Christie Stanley  
Assistant District Attorney  
312-D East Cook Street  
Santa Maria, CA 93454

To City: Don G. Kircher, Esq.  
City Attorney, Buellton  
PO Box 1819  
Buellton, CA 93427

C: Steven L. Thompson, City Manager  
PO Box 1819  
Buellton, CA 93427

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed as of the year and date set forth above.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
DISTRICT ATTORNEY  
THOMAS W. SNEDDON, JR.

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Chief Deputy

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

APPROVED AS TO INSURANCE

CLERK OF THE BOARD

By: \_\_\_\_\_  
RISK MANAGER

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

CITY OF BUELLTON

By: \_\_\_\_\_  
, Mayor

ATTEST:  
CITY CLERK

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

APPROVED AS TO FORM:  
CITY ATTORNEY

By: \_\_\_\_\_  
Don G. Kircher, City Attorney