

AGREEMENT

This Agreement is entered into this ___ day of _____, 2009, by and between the City of Goleta (hereinafter "City") and the County of Santa Barbara (hereinafter "County").

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 Barbara, 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 will begin accepting newly filed cases upon execution of this agreement and 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. Term of Agreement

This Agreement shall be effective as of the date it has been signed by both parties and shall terminate on December 31, 2013, unless earlier terminated as provided in Paragraph 8. At the end of this period, the Agreement may be renewed or extended by mutual written agreement of both parties. City shall provide written notice to County by December 1, 2013, as to whether or not it shall seek such renewal or extension.

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. Chief Assistant District Attorney Eric Hanson shall be the liaison for County and Vytautas Adomaitis 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, 2008. Future dates shall be adjusted to include negotiated salary or benefit increases in the Deputy District Attorney MOU.

- i. The sum of eighty-five dollars (\$85.00) for each appearance made in court other than for trial purposes.
- ii. The sum of ninety dollars (\$90.00) 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 personal 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: Eric Hanson
Chief Assistant District Attorney
312-D East Cook Street
Santa Maria, CA 93454

To City: Tim Giles
City Attorney, Goleta
130 Cremona Dr, Suite B
Goleta, CA 93117

C: Dan Singer, City Manager
130 Cremona Dr, Suite B
Goleta, CA 93117

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
CHRISTIE STANLEY.

By: E. A. H.

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: [Signature]
Chief Deputy

By: [Signature]

APPROVED AS TO INSURANCE
By: [Signature]
RISK MANAGER

CLERK OF THE BOARD
By: _____
Deputy

CITY OF GOLETA

By: [Signature]
CITY MANAGER

ATTEST:
CITY CLERK

By: [Signature]

APPROVED AS TO FORM:
TIM W. GILES
CITY ATTORNEY

By: [Signature]
CITY ATTORNEY