

ATTACHMENT C

**2010 COOPERATIVE AGREEMENT
FOR LAW ENFORCEMENT
BETWEEN COUNTY OF SANTA BARBARA
& UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

This 2010 COOPERATIVE AGREEMENT FOR LAW ENFORCEMENT (“Agreement”) is entered into and effective as of the date last signed below, by and between the County of Santa Barbara and its Sheriff (hereinafter collectively known as “County”), and the University of California, Santa Barbara Campus (“UCSB” or “University”),

RECITALS

WHEREAS, the County is a political subdivision of the State of California and UCSB is a corporate body as set forth in California Constitution Article IX, Section 9; and

WHEREAS, both Parties have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, UCSB is proposing a new 2010 Long Range Development Plan (“LRDP”) which will accommodate additional on campus student headcount up to 25,000; and

WHEREAS, the growth in enrollment is expected to add to the need for law enforcement services in and near the UCSB campus; and

WHEREAS, County operates and maintains the Isla Vista Foot Patrol (“IVFP”) Office, and UCSB operates its Police Department in quarters provided by UCSB, all within the geographical boundaries of the County; and

WHEREAS, County and UCSB desire to provide for the cooperative operation of those law enforcement programs and facilities described herein on the terms and conditions set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County, and UCSB agree as follows:

Article 1 LAW ENFORCEMENT STAFFING

1.1 The County and UCSB shall jointly staff the IVFP Office as set forth in this section. The job description for each position shall be as designated in the personnel employment office of each agency. Assignment of staff to the IVFP Office will be made by their respective Department’s assignment policy and procedure. Once transferred to the IVFP,

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individual assignments will be based on the policy established at the IVFP. Assignments shall not violate any standing MOU in place by either respective agency and bargaining unit.

a. Current Staffing Levels and Baseline Commitments

1. Sheriff's Department Staffing

As a baseline commitment, the Sheriff's Department shall assign fifteen (15) personnel to the IVFP as follows:

One (1) Sheriff's Lieutenant

Two (2) Sheriff's Sergeants

Two (2) Sheriff's Senior Deputies

Nine (9) Sheriff's Deputies

One (1) Sheriff's Parking Enforcement Officer

As a baseline commitment, the Sheriff's Department shall assign 6.25 personnel to support the IVFP as follows:

0.25 FTE Patrol Commander

0.25 FTE Investigations Lieutenant

1.0 FTE Investigations Sergeant

2.75 FTE Detectives: (1) Property Crimes, (1) Persons Crimes, (0.75) Narcotics/Intel

0.75 FTE Forensics Detective

1.0 FTE Gang Deputy

0.25 FTE Property Officer

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2. UCSB Police Department Staffing

As a baseline commitment, the UCSB shall assign seven (7) personnel to the IVFP as follows:

One (1) UCSB Police Sergeant

One (1) UCSB Police Corporal

Five (5) UCSB Police Officers

b. Future Staffing Commitments (LRDP)

1. UCSB shall increase the number of law enforcement personnel in order to maintain the present ratio of FTE officers to enrolled students. During levels of higher activity, generally occurring during nights and weekends, UCSB will temporarily assign .45% of an FTE of law enforcement personnel to the IVFP per 1,000 students of growth. These law enforcement personnel will remain under the command of the UCSB Police Chief. Assuming a projection of an additional 5,000 additional students as a result of buildout of the LRDP, this equates to 2.25 full time equivalent (FTE) law enforcement personnel. At full buildout, utilizing 1800 hours per year for the productive hours of FTE available, this equates to 4050 hours of short-term assignments per year. These short term assignments will be coordinated and scheduled jointly by the Santa Barbara County Sheriff's Department and the UCSB Police Department at monthly operations meetings.
2. The additional hours for Foot Patrol staffing are for routine patrol operations. Staffing for planned special events (including but not limited to Halloween and Graduation), and Law Enforcement mutual aid provided during unplanned emergency events shall not be used to offset the hours necessary and provided for routine patrol operations.
3. UCSB shall maintain a baseline commitment to IVFP of seven UCSB Police officers available for regular duty without planned or known extended absences at all times. The County shall maintain a baseline commitment of

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- 21.25 Sheriff's deputies to IVFP at all times, with 15 FTE deputies directly assigned to IVFP.
4. UCSB may satisfy its contribution to IVFP staffing by either (1) committing to provide UCSB Police officers and support personnel directly to IVFP, or (2) overtime for existing deputies, or (3) a combination of (1) and (2) provided that service levels are met as outlined above.
 5. For the purpose of calculating the cost pursuant to 1.1.b.4 above, overtime costs for Deputy, Deputy II, and Sergeant will be calculated annually using 1.5 times the E-step hourly rate for each job class in effect July 1 of the Fiscal Year.
- c. The IVFP Office is an official station of the Santa Barbara County Sheriff's Department and the UCSB Police Department. The IVFP will provide law enforcement services within the community 24 hours per day, seven days per week, year-round.
 - d. The UCSB Police and Sheriff have developed and will work cooperatively to maintain an operational MOU to address operational issues such as scheduling and staffing at the IVFP. The Operational MOU shall be reviewed annually and updated as necessary.

Article 2 ENFORCEABILITY/EFFECT OF AGREEMENT; RENEGOTIATION OF TERMS

UCSB and County agree to take all necessary actions to ensure that the Agreement will be fully enforceable. In the event that UCSB's 2010 LRDP does not become effective before June 30, 2014, the parties hereto shall meet in good faith to renegotiate any affected provisions of this agreement.

Article 3 GOOD-FAITH OBLIGATIONS

The County and UCSB agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be

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necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. The County and UCSB also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement. Prior to commencement of any project identified or provided for in this Agreement, any necessary environmental review required by CEQA shall be completed.

Article 4 COMPREHENSION OF AGREEMENT

The County and UCSB represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 5 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 6 INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to 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 Government Code Section 895.4, each of the parties hereto shall fully defend, 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 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,

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under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Article 7 AUTHORIZATION

The County and UCSB hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

Article 8 ENTIRE AGREEMENT

This Agreement, as to the matters set forth herein, constitutes the entire understanding between the County, and UCSB. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 9 EFFECTIVE DATE

This Agreement shall become effective upon full execution by the County, and UCSB, which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 10 AMENDMENT

Neither this Agreement, nor any term, provision or condition hereof may be amended, and no obligation, duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto.

Article 11 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

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Article 12 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 13 DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 14 REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 15 WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 16 TERM

The initial term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP or until June 30, 2015, if the 2010 LRDP has not been approved and certified by The Regents and the California Coastal Commission. After the initial term, this Agreement shall remain in effect on a year-to-year

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basis until such time, if any, as one party serves on the other a 180-day Notice to Terminate this Agreement. 180 days after service of the Notice to Terminate provided for hereunder, this Agreement shall terminate and be of no further force and effect.

Article 17 SURVIVAL OF PROVISIONS

Those obligation of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 18 NOTICE TO PARTIES

Any and all notices required or permitted to be served by one party upon the other shall be directed to the following representatives of the Parties:

UCSB:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
5105 Cheadle Hall, University of California, Santa Barbara
Santa Barbara, CA 93106
Mail Code 2035

COUNTY:

County Executive Officer	<u>AND</u>	Santa Barbara County Sheriff's Office
105 East Anapamu Street, Room 406		4434 Calle Real
Santa Barbara, California 93101-2065		Santa Barbara, California 93110

IN WITNESS WHEREOF, County and UCSB have caused this Agreement to be executed as of the date last written below. *[Signatures on next page]*

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COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

BILL BROWN,
SANTA BARBARA COUNTY SHERIFF

By: _____
Deputy

By: _____
Bill Brown

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Date: _____

Approved as to form:
Counsel to the Regents

By: _____

MEMORANDUM OF UNDERSTANDING
GOVERNING JOINT OPERATION—
ISLA VISTA FOOT PATROL

ARTICLE I
PURPOSE AND POLICIES

The Regents of the University of California on behalf of the University of California, Santa Barbara Police Department (hereinafter to be referred to as “UCSB PD”), and the County of Santa Barbara, on behalf of the Santa Barbara Sheriff’s Office (hereinafter referred to as “SBSO”), are the involved listed parties. The joint law enforcement operation, Isla Vista Foot Patrol shall hereinafter be referred to as “IVFP”.

A. PURPOSE of AGREEMENT

1. It is the intent and purpose of the parties hereto that this Agreement constitutes relations in the public interest and in the interests of UCSB PD and SBSO.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties.
3. It is not the intent of the parties to create a separate entity subject to suit.

B. PROGRAM PURPOSE and PHILOSOPHY

The Isla Vista Foot Patrol (IVFP) is a cooperative venture between the County of Santa Barbara and the University of California to provide Community Oriented Policing to the community of Isla Vista out of a store front type of operation in which officers leave their vehicles to perform a “foot patrol” to become better accepted by the community. The Isla Vista Foot Patrol was jointly established by virtue of the County of Santa Barbara’s state-mandated function to provide law enforcement in the Isla Vista community and the University of California at Santa Barbara Police Department’s concurrent and overlapping jurisdiction.

C. GOVERNING POLICIES

Unless otherwise specified in this MOU, assigned personnel shall be governed by all policies and practices as promulgated by their respective employing agency.

1. County Sherriff shall appoint a designated Lieutenant or above as the Isla Vista Foot Patrol Commander.
2. The UCSB Chief of Police will provide input on the IVFP Station Commander’s annual performance evaluation.
3. Mutual goals shall be identified and outlined in writing each fiscal year. These goals will be established by the Isla Vista Foot Patrol Commander and the UCSB Chief of Police or his or her designee.
4. Complaints will be handled by the parent agency of the subject to the complaint.

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5. Discipline and personnel matters will be handled by the supervisor or chain of command of the parent agency.
6. On Duty Injuries will be handled by the supervisor or chain of command of the parent agency. The IVFP Lieutenant will be notified of all On Duty Injuries. The IVFP will ensure the UCSB PD Chief and SBSO chain of commands are notified.
7. The Station Custody Policy of the facility being used will be followed.
 - a. UCSB PD Station is a UCSB facility.
 - b. IVFP is a SBSO facility.
8. The IVFP personnel will use SBSO reporting forms. SBSO will maintain all criminal record keeping for the service area of the IVFP and will provide UCSB PD data necessary to meet University reporting requirements such as the Cleary Act.
9. REFERENCE DOCUMENTS
 - a. Trow Commission Report--October 9th, 1970
 - b. IVFP Land Lease--June 19th, 2007
 - c. 2010 Cooperative Agreement For Law Enforcement Between County of Santa Barbara and University of California, Santa Barbara

ARTICLE 2
DEPARTMENTAL MANPOWER COMMITMENT

A. ASSIGNED PERSONNEL

1. OFFICERS/DEPUTIES

a. Current Staffing Levels and Baseline Commitments

1. Sheriff's Department Staffing

As a baseline commitment, the Sheriff's Department shall assign fifteen (15) personnel to the IVFP as follows:

One (1) Sheriff's Lieutenant

Two (2) Sheriff's Sergeants

Two (2) Sheriff's Senior Deputies

Nine (9) Sheriff's Deputies

One (1) Sheriff's Parking Enforcement Officer

As a baseline commitment, the Sheriff's Department shall assign 6.25 personnel to support the IVFP as follows:

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0.25 FTE Patrol Commander

0.25 FTE Investigations Lieutenant

1.0 FTE Investigations Sergeant

2.75 FTE Detectives: (1) Property Crimes, (1) Persons Crimes, (0.75)
Narcotics/Intel

0.75 FTE Forensics Detective

1.0 FTE Gang Deputy

0.25 FTE Property Officer

2. University Police Department Staffing

As a baseline commitment, the University shall assign seven (7)
personnel to the IVFP as follows:

One (1) University Police Sergeant

One (1) University Police Corporal

Five (5) University Police Officers

b. Future Staffing Commitments (LRDP)

1. UCSB shall increase the number of law enforcement personnel in order to maintain the present ratio of FTE officers to enrolled students. During levels of higher activity, generally occurring during nights and weekends, UCSB will temporarily assign .45% of an FTE of law enforcement personnel to the IVFP per 1,000 students of growth. These law enforcement personnel will remain under the command of the UCSB Police Chief. Assuming a projection of an additional 5,000 additional students as a result of build out of the LRDP, this equates to 2.25 full time equivalent (FTE) law enforcement personnel. At full build out, utilizing 1800 hours per year for the productive hours of FTE available, this equates to 4050 hours of short-term assignments per year. These short term assignments will be coordinated and scheduled jointly by the Santa Barbara County Sheriff's Department and the UCSB Police Department at monthly operations meetings.

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2. The additional hours for Foot Patrol staffing are for routine patrol operations. Staffing for planned special events (including but not limited to Halloween and Graduation), and Law Enforcement mutual aid provided during unplanned emergency events shall not be used to offset the hours necessary and provided for routine patrol operations.
3. UCSB shall maintain a baseline commitment to IVFP of seven University Police officers available for regular duty without planned or known extended absences at all times. The County shall maintain a baseline commitment of 21.25 Sheriff's deputies to IVFP at all times, with 15 FTE deputies directly assigned to IVFP.
4. UCSB may satisfy its contribution to IVFP staffing by either (1) committing to provide UCSB Police officers and support personnel directly to IVFP, or (2) overtime for existing deputies, or (3) a combination of (1) and (2) provided that service levels are met as outlined above.
5. For purposes of calculating the cost pursuant to subsection 4 above, overtime costs for Deputy, Deputy II, and Sergeant will be calculated annually using 1.5 times the E-step hourly rate for each job class in effect July 1 of the Fiscal Year.

2. SUPERVISORS

Each department provides a minimum of one Sergeant and one Corporal/Deputy II for the purposes of supervision for IVFP.

ARTICLE 3
AREA OF RESPONSIBILITY

B. IVFP Areas of Responsibility

- a. The IVFP Program area of responsibility is defined as follows:

The area commonly referred to as the unincorporated community of Isla Vista. This area is generally bounded by the Pacific Ocean on the South, El Collegio Rd on the North, and University Property on the East and West sides.

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- b. Any properties owned by the University of Santa Barbara within the IVFP area of responsibility where the UCSB PD has primary jurisdiction by statute are excluded from the IVFP service area.

ARTICLE 4
EQUIPMENT

The University of California and the County of Santa Barbara will provide the following items of equipment for the IVFP Program:

University of California Police Department

- Safety Equipment for the University of California Police Department Officers assigned to the IVFP Program.
- Marked police bicycles.
- Office supplies including but not limited to cleaning materials, paper towels/toilet paper, pens, and paper, etc.

Santa Barbara Sheriff's Department

- Safety Equipment for the SBSO Deputies assigned to the IVFP Program.
- One (1) marked Sheriff's unit (vehicle) for Supervision.
- Two (2) marked Sheriff's units for officers assigned to the IVFP.
- Vehicle fuel and maintenance will be provided by the County of Santa Barbara for its unit(s) assigned to the IVFP Program.
- Portable radios on the SBSO frequencies for all IVFP Program Personnel.

ARTICLE 5
PROGRAM EXPENSES

All expenses incurred by the IVFP Program shall be shared in a manner as outlined in the Land lease agreement and LRDP agreement.

ARTICLE 6
CHAIN OF COMMAND

The SBSO Lieutenant assigned to the IVFP has the responsibility for operational functions of the Isla Vista Foot Patrol and overall management and oversight of the operation and facility.

The operation of the IVFP is truly a long term partnership between the involved agencies. To ensure a smooth operation, the IVFP Lieutenant will meet monthly with the UCSB PD Chief, or his/her designee.

The SBSO personnel assigned to IVFP shall be in the Chain of Command of the Isla Vista Foot Patrol Lieutenant. The UCSB PD personnel assigned to IVFP shall be in the Chain of Command of the UCSB PD Operations Captain.

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ARTICLE 7
INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to 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 Government Code Section 895.4, each of the parties hereto shall fully defend, 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 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

1. UCSB PD, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - a. General Liability Self-Insurance Program with a limit of not less than \$5,000,000 per occurrence.
 - b. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$5,000,000 per occurrence.
 - c. Workers' Compensation and Employers ability Self-Insurance Program covering UCSB PD's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of SBSO and UCSB PD against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this paragraph B shall not in any way limit the liability of UCSB PD.

The coverages referred to under (1) and (2) of this paragraph B shall include County of Santa Barbara as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCSB PD, its officers, agents, or employees. UCSB PD, upon the execution of this Agreement, shall furnish SBSO with Certificates of Self-Insurance evidencing compliance with all requirements.

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2. County of Santa Barbara, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - a. General Liability Self-Insurance Program with a limit of not less than \$5,000,000 per occurrence.
 - b. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$5,000,000 per occurrence.
 - c. Workers' Compensation and Employers ability Self-Insurance Program covering SBSO's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UCSB PD and SBSO against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this paragraph B shall not in any way limit the liability of SBSO.

The coverages referred to under (1) and (2) of this paragraph B shall include University of California as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SBSO, its officers, agents, or employees. SBSO, upon the execution of this Agreement, shall furnish UCSB PD with Certificates of Self-Insurance evidencing compliance with all requirements.

C. AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE.

1. UCSB PD.
 - a. UCSB PD agrees to assume responsibility for loss of damage to third parties arising solely out of the negligent operation of SBSO motor vehicles by UCSB PD personnel.
 - b. UCSB PD shall not assume responsibility for loss or damage to third parties in instances where accidents are caused by mechanical defects, SBSO maintenance, breakdown, latent defects (all, whether known or unknown) in motor vehicles owned by SBSO, or caused by the negligence of SBSO.
 - c. Injuries to UCSB PD drivers and/or passengers of SBSO motor vehicles shall be covered under UCSB PD's workers' compensation self-insurance program.

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- d. UCSB PD agrees to assume responsibility for loss or damage to SBSO motor vehicles arising out of the negligent operation of SBSO motor vehicles by UCSB PD up to the full actual cash value of the motor vehicle at the time of the accident. Such responsibility shall include towing costs to the nearest garage, but only if such towing costs are related to the reported occurrence.
 - e. UCSB PD shall not assume responsibility for loss or damage to SBSO motor vehicles arising out of non-operational occurrences, including but not limited to, the negligence of SBSO; mechanical defects; maintenance items; acts of God; wear and tear; damage due to unknown causes and/or unknown date of loss; and any repair or replacement not related to loss from a reported occurrence.
 - f. UCSB PD shall operate SBSO motor vehicles in a lawful manner, and only for the purpose intended, and with the same degree of caution and prudence they would exercise using any UCSB PD motor vehicles.
 - g. Accident Reporting Procedures – In the event of an accident, UCSB PD shall, in addition to whatever other reporting requirements may be applicable under state law and/or local ordinances, notify and file required accident reports with the SBSO Lieutenant in charge of IVFP and the UCSB PD Risk Coordinator within five days of the date of the accident for non-injury accidents, and immediately if an accident involves injuries or death.
2. SBSO.
- a. SBSO agrees to assume responsibility for loss of damage to third parties arising solely out of the negligent operation of UCSB PD motor vehicles by SBSO Personnel.
 - b. SBSO shall not assume responsibility for loss or damage to third parties in instances where accidents are caused by mechanical defects, UCSB PD maintenance, breakdown, latent defects (all, whether known or unknown) in motor vehicles owned by UCSB PD, or caused by the negligence of UCSB PD.
 - c. Injuries to SBSO drivers and/or passengers of UCSB PD motor vehicles shall be covered under SBSO's workers' compensation self-insurance program.
 - d. SBSO agrees to assume responsibility for loss or damage to UCSB PD motor vehicles arising out of the negligent operation of UCSB PD motor vehicles by SBSO up to the full actual cash value of the motor vehicle at the time of the accident. Such responsibility shall include towing costs to

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the nearest garage, but only if such towing costs are related to the reported occurrence.

- e. SBSO shall not assume responsibility for loss or damage to UCSB PD motor vehicles arising out of non-operational occurrences, including but not limited to, the negligence of SBSO; mechanical defects; maintenance items; acts of God; wear and tear; damage due to unknown causes and/or unknown date of loss; and any repair or replacement not related to loss from a reported occurrence.
- f. SBSO shall operate UCSB PD motor vehicles in a lawful manner, and only for the purpose of intended, and with the same degree of caution and prudence they would exercise using any SBSO motor vehicles.
- g. Accident Reporting Procedures – In the event of an accident, SBSO shall, in addition to whatever other reporting requirements may be applicable under state law and/or local ordinances, notify and file required accident reports with the SBSO Lieutenant in charge of ISFP and the UCSB PD Risk Coordinator within five days of the date of the accident for non-injury accidents, and immediately if an accident involves injuries or death.

3. FLEET DAMAGE

- a. The respective parties shall establish a system, including the maintenance of logs and records, for identifying prior damage to the affected motor vehicle(s). The logs and/or records of such damage shall be submitted with respective accident reports.

4. FLEET OWNERSHIP

- a. UCSB PD and SBSO acknowledge that each has exclusive ownership of their respective motor vehicles, and that at no time shall the parties acquire any right, title or interest in or to the other party's motor vehicle.

ARTICLE 8

Should conditions exist whereby either party deems it necessary and the best interest of their organizations respectively, this Memorandum of Understanding between the University of California Santa Barbara Police Department and the County of Santa Barbara Sheriff's Department may be terminated with thirty (30) days written notice. All parties agree that should any financial obligations be outstanding, they will be settled on an equal 50/50 basis.

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MEMORANDUM OF UNDERSTANDING
GOVERNING JOINT OPERATION—
ISLA VISTA FOOT PATROL

ARTICLE 9

The undersigned parties have been designated as representatives for their respective organizations and are authorized as signatories to this Memorandum of Understanding between the University of California Santa Barbara Police Department and the County of Santa Barbara Sheriff's Department.

ARTICLE 10

The initial term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP or until June 30, 2015, if the 2010 LRDP has not been approved and certified by The Regents and the California Coastal Commission. After the initial term, this Agreement shall remain in effect on a year-to-year basis until such time, if any, as one party serves on the other a 180-day Notice to Terminate this Agreement. 180 days after service of the Notice to Terminate provided for hereunder, this Agreement shall terminate and be of no further force and effect.

Dated: _____

UNIVERSITY OF CALIFORNIA,
SANTA BARBARA POLICE DEPT.

By: _____
D. OLSON, CHIEF OF POLICE

UNIVERSITY OF CALIFORNIA
SANTA BARBARA

By: _____

Date: _____

Approved as to form:
Counsel to the Regents

By: _____

COUNTY OF SANTA BARBARA

BILL BROWN,
SANTA BARBARA COUNTY SHERIFF

By: _____
Bill Brown

Date: _____

[Signatures continue on following page]

MEMORANDUM OF UNDERSTANDING
GOVERNING JOINT OPERATION—
ISLA VISTA FOOT PATROL

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator