



Contract # \_\_\_\_\_

## CONTRACT TO PROVIDE SERVICES

**THIS CONTRACT** (hereafter Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Santa Ynez Band of Chumash Indians, a federally recognized Indian Tribe, having its principal place of business at 100 Via Juana Road, Santa Ynez, CA 93460 (hereafter TRIBE) wherein COUNTY agrees to provide and TRIBE agrees to accept the services of the Santa Barbara County Sheriff's Office (SHERIFF) specified herein.

**WHEREAS**, COUNTY and TRIBE desire to establish a mutually beneficial working relationship to enhance SHERIFF's law enforcement presence on the CHUMASH reservation; and,

**WHEREAS**, the TRIBE desires to support additional service from COUNTY and desires to enhance law enforcement presence and therefore have offered to pay the salary for one additional SHERIFF patrol deputy post position on the TRIBE'S reservation. The salary of this post position is exclusively provided by the goodwill of the TRIBE; and,

**WHEREAS**, the TRIBE has requested the COUNTY, through its Sheriff's Office, to assist in the provision of necessary law enforcement services pursuant to a contractual Contract; and,

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

**WHEREAS**, pursuant to Government Code 54981.7, "A ... county may enter into a contract with an Indian tribe for the ... county to provide ... sheriff protection services for the Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands.;"

**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 Contract for and on behalf of COUNTY. Mr. Vincent Armenta, Tribal Chairman, at phone (805) 688-7997, is the authorized representative for the TRIBE. 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 Contract shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Bill Brown, Sheriff, Santa Barbara County Sheriff's Office, 4434 Calle Real,  
Santa Barbara, CA 93110  
To TRIBE: Mr. Vincent Armenta, Tribal Chairman, Santa Ynez Band of Chumash  
Indians, P.O. Box 517, Santa Ynez, CA 93460

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.

**SCOPE OF SERVICES:** COUNTY agrees to provide services to the TRIBE in accordance with Exhibit A attached hereto and incorporated herein by reference.

**TERM:** COUNTY shall commence services on January 1, 2015 and complete services on June 30, 2034, unless earlier terminated pursuant to the "Termination" section of this contract.

**COMPENSATION OF COUNTY:** COUNTY shall be paid for performance under this Contract in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

**STANDARD OF PERFORMANCE:** COUNTY represents that it has the skills and expertise necessary to perform the services required under this Contract. Accordingly, COUNTY shall perform services in the manner and according to the standards observed by a competent practitioner of the same profession.

**OWNERSHIP OF EQUIPMENT:** COUNTY shall be the owner of all items incidental to the performance of this Contract other than any real property interest or office equipment located on the TRIBE's reservation. No transfer of ownership of equipment from COUNTY to the TRIBE shall occur as a result of this contract.

**INSURANCE:** The TRIBE and COUNTY shall agree to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

**NONDISCRIMINATION:** COUNTY hereby notifies the TRIBE that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein.

**NONEXCLUSIVE CONTRACT:** The TRIBE understands that this is not an exclusive Contract and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

**ASSIGNMENT:** Neither the TRIBE or COUNTY shall assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of the other party 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.

**TERMINATION:**

A. Termination For Convenience: Either party may terminate this Contract upon ninety (90) days written notice to the other. Following notice of such termination, COUNTY shall promptly cease work and notify TRIBE as to the status of its performance.

B. Termination For Cause: Should either party default in the performance of this Contract or materially breach any of its provisions, the non-breaching party may, at the non-breaching party's sole option, terminate this Contract by written notice which shall be effective upon receipt by the breaching party.

Notwithstanding any other payment provision of this Contract, the TRIBE 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.

**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 or effect hereof.

**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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**REMEDIES NOT EXCLUSIVE:** No remedy herein conferred upon or reserved to either party 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.

**TIME IS OF THE ESSENCE:** Time is of the essence in this Contract and each covenant and term is a condition herein.

**NO WAIVER OF DEFAULT:** No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party.

**ENTIRE CONTRACT AND AMENDMENT:** In conjunction with the matters considered herein, this Contract contains the entire understanding and Contract of the parties and there have been no promises, representations, Contracts, 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 Contract may be altered, amended or modified only by an instrument in writing, executed by the parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral Contracts, course of conduct, waiver or estoppels.

**SUCCESSORS AND ASSIGNS:** All representations, covenants and warranties set forth in this Contract, 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.

**COMPLIANCE WITH LAW:** Both parties shall, at their sole cost and expense, comply with all applicable, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Contract.

**CALIFORNIA LAW:** Federal law and the laws of the State of California shall govern this Contract. Any litigation regarding this Contract 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. Nothing herein shall extend the jurisdiction of the State of California and/or the COUNTY over the TRIBE other than pursuant to PL 280.

**EXECUTION OF COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**AUTHORITY:** All parties to this Contract warrant and represent that they have the power and authority to enter into this Contract 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 Contract have been fully complied with. Furthermore, by entering into this Contract, the TRIBE hereby warrants that it shall not have breached the terms or conditions of any other contract or Contract to which the TRIBE is obligated, which breach would have a material effect hereon.

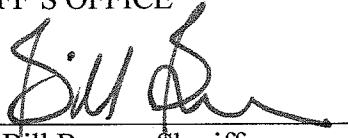
**PRECEDENCE:** In the event of conflict between the provisions contained in the numbered sections of this Contract and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**IN WITNESS WHEREOF,** the parties have executed this Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

SHERIFF'S OFFICE

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


By:   
Bill Brown, Sheriff

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

ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER

CHUMASH:

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


  
Mr. Vincent Armenta  
Tribal Chairman  
Santa Ynez Band of Chumash Indians

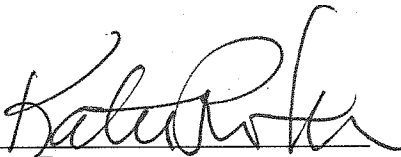
By: \_\_\_\_\_  
Deputy

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

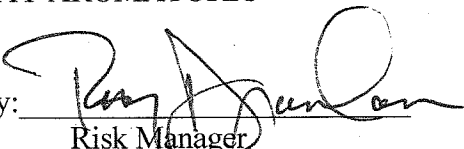
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

By:   
Deputy County Counsel

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO

By:   
Risk Manager

## EXHIBIT A

### STATEMENT OF WORK

- A. Delivery of Services: The COUNTY, through its Sheriff shall deliver General Law Enforcement Services (as defined herein) within the boundaries of the Santa Ynez Indian reservation as the boundaries exist upon the execution of this contract ("Service Area") and on the terms and conditions set forth herein. From time to time, parcels of land owned in fee simple by the Tribe may be conveyed to the United States to hold in trust for the Tribe ("Trust Property"), in such cases, either party can request a renegotiation of this contract upon 90 days advance written notice to the other. . NOTWITHSTANDING THE FOREGOING, TRIBE RESERVES ITS RIGHTS TO ESTABLISH ITS OWN LAW ENFORCEMENT AGENCY UNDER THE TRIBAL LAW AND ORDER ACT (TLOA) OR OTHERWISE.

The services to be provided by SHERIFF in this Service Area shall include one (1) post position, 24/7, equal to five (5) Full Time Equivalent (FTE) positions. Services shall also include the initial purchase and annual cost for a fully outfitted and marked SHERIFF's patrol vehicle.

The SHERIFF may, in his sole discretion, temporarily divert such assigned personnel and vehicles outside the boundaries of the Santa Ynez Indian Reservation as deemed necessary for law enforcement services in the immediate area, including, but not limited to, emergency calls, or logistical, training and transportation duties. Such diversions outside of the Service Area should be kept to a minimum. Calls for service and reports generated, both inside and outside of the Service Area, shall be listed in detail on the Monthly Statistical Reports as provided herein.

- B. Enforcement of State Laws: Pursuant to Public Law 280, 18 U.S.C. Section 1162(a) (also referred to as "PL 280"), the State of California has the authority and the jurisdiction to enforce the State's criminal prohibitory laws in the Service Area, and the SHERIFF shall enforce the criminal prohibitory statutes of the State of California within the boundaries of the Service Area (defined herein as "General Law Enforcement Services"). The parties agree that the SHERIFF is not responsible for the enforcement of tribal ordinances and that tribal law shall not impede state law.
- C. Community Relations: SHERIFF will also strive to enhance service on the Chumash Indian Reservation by working with the tribe to enact crime prevention programs designed to foster a mutually beneficial relationship between tribal members, law enforcement and the community at large.
- D. Monthly Statistical Reports: The Sheriff's Office will provide monthly reports in a form that is acceptable to the Tribe, detailing the types and number of crimes responded to (using the Uniform Crime Reporting (UCR) criteria), case load, staffing levels and personnel costs, performance measure accomplishments and any other readily available information requested by the Tribe that is related to the Sheriff's performance under this Contract to the extent that such reports are not exempt from disclosure by any law. Such reports shall document in detail any calls for service or reports taken by Sheriff Office personnel outside of the Service Area for any reason.
- E. Exclusive Authority To Direct Activities: The planning, organization, scheduling, direction, supervision, standards of performance and discipline of SHERIFF's personnel, and all other

related matters incidental to the delivery of General Law Enforcement Services to Tribe under this Contract shall be within the sole and exclusive authority of and as determined by the SHERIFF. Nothing herein shall be deemed to limit the SHERIFF's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate. Notwithstanding the SHERIFF's exclusive responsibility for the assignment, removal, evaluation and discipline of all its employees, the Tribe shall be given the opportunity to provide input, including citizen concern, regarding the performance evaluation, of an SHERIFF'S Office employee assigned to work in the Service Area pursuant to this Contract.

- F. Compensation: During the first year of this Contract, the TRIBE shall provide COUNTY with \$840,900 as the amount necessary for SHERIFF to provide one deputy sheriff, 24/7, performing the duties listed in Paragraph A of this Statement of Work plus \$8,231 for the annual maintenance on the patrol vehicle. An initial one-time investment of an estimated \$65,000 will be needed to purchase the patrol vehicle and associated equipment. Both Parties acknowledge that during the term of this Agreement, circumstances may change both as to the COUNTY's costs of providing the service in this Agreement and as to the TRIBE's staffing and service level needs. As such, no less than 90 days before July 1st of each successive year of this Agreement, TRIBE and COUNTY representatives will meet and shall make every reasonable effort to mutually resolve both parties' issues relating to any increased costs, modification of service or staffing levels and/or scheduling to address the financial burdens and service needs and abilities in providing law enforcement services as provided in this Agreement. The COUNTY shall make a recommendation to the TRIBE, and the TRIBE shall approve and agree to, any necessary changes to this Agreement relating to the proposed level and costs of service for law enforcement services to be provided the following fiscal year. (July 1st through June 30th). This shall be referred to as the "re-computation" and shall include, among other things, any changes in the compensation and benefit structure for COUNTY employees as the result of negotiated collective bargaining agreements entered into subsequent to the effective date of this Agreement. SHERIFF shall bill the TRIBE in advance for the following quarter for the cost of the SHERIFF post position. The TRIBE shall pay the quarterly bill within ten (10) days before the beginning of the quarter. This requirement that the TRIBE initially pre-pay for 180 days (as detailed in Exhibit B), and subsequently pre-pay quarterly for the following three months of General Law Enforcement Services, is specially negotiated to mitigate the impacts of the TRIBE'S sovereign immunity from suit.
- G. Special Distribution Fund OR EQUIVALENT: In the event that during the term of this Contract, COUNTY receives any funds from the Special Distribution Fund (SDF) created under the gaming compact between the TRIBE and the State of California, OR ANY OTHER MITIGATION FUND OR PAYMENTS ESTABLISHED PURSUANT TO ANY TRIBAL-STATE GAMING COMPACT OR OTHER AGREEMENT REGARDING GAMING, and such funds are used to fund, or partially fund the five FTE's covered in this contract, the funding obligation of TRIBE under this Contract shall be reduced on a dollar for dollar basis.
- H. Sheriff Office Budget: While the TRIBE recognizes the Board of Supervisors' exclusive budget authority, it is the intent of the TRIBE that this Contract is to obtain services beyond what services are currently funded by the County, and that these funds not be used to supplant the SHERIFF'S Office existing budget.

Notice under this Contract shall be sent to the following:

SANTA BARBARA SHERIFF'S OFFICE  
Attn: Sheriff  
4434 Calle Real  
Santa Barbara, CA 93110

SANTA YNEZ BAND OF CHUMASH INDIANS  
Attn: Chairman  
P.O. Box 517  
Santa Ynez, CA 93460



## **EXHIBIT B**

### **PAYMENT METHODOLOGY**

Then initial payment for services from the Tribe will be for 180 days of service and will be due on the day the services commence. Subsequent quarterly payments by the TRIBE are due to the COUNTY before the beginning of the following quarter. 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.

## **EXHIBIT C**

## SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

### INDEMNIFICATION

1. TRIBE shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TRIBE, its officers, employees or agents.

2. COUNTY shall defend, indemnify, and hold TRIBE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.

3. No Agency: Except as otherwise specified herein, for the purposes of this section, the TRIBE shall not be deemed to be COUNTY's agent and COUNTY shall not be deemed to be the TRIBE agent.

4. Notification: Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

5. Continuing Obligation: To the extent that COUNTY has agreed to indemnify, defend and hold harmless the TRIBE, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract. To the extent that the TRIBE has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract.

6. 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 Contract.

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