

**AMENDMENT NO. 2
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF BUELLTON
AND
THE COUNTY OF SANTA BARBARA**

This Amendment No. 2 ("Second Amendment") to the Contract Law Enforcement Services Agreement ("Agreement") is effective as of the 1st day of July 2022, ("Effective Date") by and between the City of Buellton ("CITY") and the County of Santa Barbara ("COUNTY"). CITY and COUNTY are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. The Agreement sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.
- B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Agreement ("First Amendment"), which remains in full force and effect and has no bearing on this Amendment No. 2 to the Agreement ("Second Amendment"). All references to "Agreement" herein include the provisions of the First Amendment.
- C. This Second Amendment has no bearing, effect, or impact, and does not reflect any other agreement among the Parties, or on the negotiation of any future agreement between the Parties for law enforcement services.
- D. In accordance with the Agreement, the COUNTY provided the CITY with the Fiscal Year 2022-2023 cost estimates in November 2021 and the final Fiscal Year 2022-2023 contract costs ("FY 22/23 Contract Costs") in January 2022.
- E. CITY submitted a notice of dispute ("Notice of Dispute") on or about February 2, 2022, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the FY 22/23 Contract Costs.
- F. Unable to resolve the dispute through the informal dispute resolution process delineated in Section 26 of the Agreement, on June 29, 2022, the parties proceeded to mediation, pursuant to Section 26 of the Agreement, with mutually selected mediator Stacie Hausner with ADR Services, Inc. Following the Parties' impasse at the mediation, the mediator issued a "Mediator's Settlement Proposal," which proposed a total settlement for the CITY, the City of Goleta, the City of Solvang, and the City of Carpinteria ("Contract Cities") to collectively pay to COUNTY to discharge all CITY obligations for FY 22/23 Contract Costs through the end of the Agreement. On July 19, 2022, the Parties accepted the Mediator's Settlement Proposal. Contract Cities allocated financial responsibility for the Mediator's Settlement Proposal amongst themselves.
- G. The Parties have come to an agreement as to the total amount of the FY 22/23 Contract Costs, which total as follows: Goleta: \$9,499,341; Carpinteria: \$5,056,981; Buellton: \$2,677,571; Solvang: \$2,316,107. In accordance with this Agreement, and as reflected below, COUNTY

will invoice CITY pursuant to "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2.

- H. During the dispute, the CITY and COUNTY exchanged several Public Records Act requests pursuant to Government Code section 6250 *et seq.*, including requests made by and received on behalf of Contract Cities collectively ("PRA Requests"). The deadlines to provide records responsive to the PRA Requests were tolled several times and, as of the drafting of this Second Amendment, are tolled until September 30, 2022.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

- I. **Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference as if set forth in full herein.

- II. **Terms.** The Parties agree to the following amendments to the Agreement:

1. Exhibit E-4. "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2, is hereby added to and made a part of the Agreement. This Exhibit E-4 shall replace and supersede any preceding Exhibit E-4 to the Agreement.

2. No Precedent. Nothing herein shall be construed as precedent regarding the calculation of contract costs, or on the negotiation of any agreement between the Parties for future contract law enforcement services.

3. Withdrawal of Records Requests. PRA Requests relating to the dispute, as described in Recital H, pending between the CITY and the COUNTY or the Contract Cities collectively and the COUNTY as of the date of this Second Amendment are hereby withdrawn. Neither CITY nor COUNTY shall have any further obligation to produce records pursuant to the PRA Requests.

III. General Provisions.

1. Authority to Bind. Each Party warrants that the individuals who have signed this Second Amendment have the legal power, right and authority to agree to this Second Amendment and bind each respective Party.

2. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Entire Agreement. This Second Amendment represents the entire understanding of the Parties with respect to the FY 22/23 Contract Costs. This Second Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 22/23 Contract Costs, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this Second Amendment, all other provisions of the Agreement not in conflict with the terms of this Second Amendment shall remain in full force and effect.

5. Severability. If any provision of this Second Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Second Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance, whether known or unknown, pertaining to either the facts underlying or arising from (i) the FY 22/23 Contract Costs, as identified in the Notice of Dispute, including but not limited to any claim encompassed by the CITY'S February 2, 2022 Notice of Dispute, or (ii) the PRA Request ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this Second Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Parties acknowledge that except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to any of the Parties or their respective counsel. The Parties therefore expressly assume the risk of the existence of different or presently unknown facts or law and agree that this Agreement shall be in all respects effective and binding as to each Party despite the possibility of new or different facts or law.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF BUELLTON

By: _____
HOLLY SIERRA
MAYOR OF BUELLTON

Date: _____

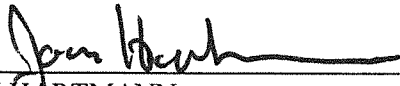
ATTEST:
LINDA REID
CITY CLERK

By: _____

APPROVED AS TO FORM:
GREGORY MURPHY
CITY ATTORNEY

By: _____

COUNTY OF SANTA BARBARA

By: 
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 10-11-22

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Rana Warren*
Rana Warren (Sep 15, 2022 17:10 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: *Greg Milligan*

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: *C. Schaffer*

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: *Bill Brown* 9/30/22

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF BUELLTON

By: Holly Sierra
HOLLY SIERRA
MAYOR OF BUELLTON

Date: 9/22/22

ATTEST:
LINDA REID
CITY CLERK

By: Linda Reid

APPROVED AS TO FORM:
GREGORY MURPHY
CITY ATTORNEY

By: Gregory Murphy

COUNTY OF SANTA BARBARA

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

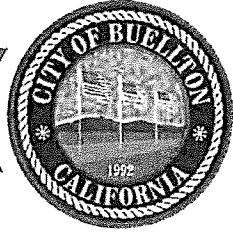
By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

Exhibit 1

Notice of Dispute



City of Buellton

February 2, 2022

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Buellton and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Buellton (“City”), this letter serves as formal notice of a contract dispute (“Notice of Dispute”) pursuant to Section 26 of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara (“Agreement”). The County of Santa Barbara Sheriff’s Office (“Sheriff’s Office”) also provides law enforcement services to the cities of Carpinteria, Goleta, and Solvang (together with the City, the “Contract Cities”). It is our understanding that each of the Contract Cities will be providing the Sheriff’s Office with a similar Notice of Dispute.

Two years ago, in November of 2020, the Sheriff’s Office notified the City that it was in the process of “working with fiscal consultants from the Natelson Dale Group, Inc to develop an improved cost methodology and fiscal reporting to [the City].” In this same letter, the Sheriff’s Office assured the City that “[a]s always, any changes to the contract will require either an amendment or an updated [Agreement].” Although there has been no amendment to the contract to allow use of this “improved cost methodology,” the Sheriff’s Office calculated compensation for FY 2021-22 and the current year—FY 2022-23—based on this unauthorized “revised” methodology. The City (as well as the other Contract Cities) similarly disputed the proposed FY 2021-22 costs.¹

On January 10, 2022, the Sheriff’s Office presented the City with its proposed final recomputation of compensation for fiscal year (“FY”) 2022-23 in the amount of \$2,761,333.00. This proposed increase is an approximately 11% increase (or \$277,860.00) over the previous year’s contract costs and would result in a total increase of close to 29% (or \$623,064 in contract costs) over the past two years. The City believes that this proposed increase is being calculated inconsistent with the terms and intent of the Agreement and, absent some additional facts not heretofore provided by the County, is disputing the entire proposed increase of \$277,860.00.

The City also asserts that the Sheriff’s Office has breached both the covenant of good faith and fair dealing as well as its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. The Contract Cities, through their consultant Russ Branson, have been working with the Natelson Dale Group to evaluate the “revised” methodology and resulting proposed cost increases. To date, however, the Sheriff’s Office has failed to provide sufficient justification—and documentation—to

¹ The City filed a Notice of Dispute, dated February 12, 2021, disputing the final proposed recomputed compensation for FY 2021-22. As a result, the final law enforcement costs for FY 2021-22 were the product of a negotiated settlement.

Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Buellton and County of Santa Barbara


Page 2

support the proposed increase for FY 2022-23. Additionally, during our review of data from the Sheriff's Office, we have found numerous errors and inconsistencies, including but not limited to how deputies and support staff code and allocate time and how costs are computed and allocated.

The City is committed to working with the Sheriff's Office to address its concerns regarding calculation of FY 2022-23 contract costs. Pursuant to the terms of the Agreement, should a resolution not be reached within thirty (30) days of receipt of this Notice of Dispute, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement. The City reserves the right to raise additional concerns as they arise throughout the dispute resolution process.

The City requests the Sheriff's Office to confirm receipt of this Notice of Dispute. Should you have questions about the City's concerns please contact me at (805) 688-5177, ext. 5, or scott@CityOfBuellton.com. Thank you for your attention to this matter. We look forward to your response.

Sincerely,


Scott Wolfe
City Manager

Cc (by email only):
Mona Miyasato, County Executive Officer (mmiyasato@co.santa-barbara.ca.us)
Michelle Greene, Goleta City Manager (mgreene@cityofgoleta.org)
Xenia Bradford, Solvang City Manager (xeniab@cityofsolvang.com)
Dave Durlinger, Carpinteria City Manager (daved@ci.carpinteria.ca.us)
Rana Warren, Senior Deputy County Counsel (rgwarren@countyofsb.org)
Nancy Anderson, Assistant Chief Executive Officer (nanderson@countyofsb.org)
Das Williams, 1st District Supervisor (dwilliams@countyofsb.org)
Gregg Hart, 2nd District Supervisor (ghart@countyofsb.org)
Board Chair Joan Hartmann, 3rd District Supervisor (jhartmann@countyofsb.org)
Bob Nelson, 4th District Supervisor (bob.nelson@countyofsb.org)
Steve Lavagnino, 5th District Supervisor (steve.lavagnino@countyofsb.org)

Exhibit 2

Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23

Amended Exhibit E-4
Annual Cost Computation Fiscal Year 2022-23

Buellton

DSU Summary - Contract Cost Hours Purchased 8,760

Patrol Costs	Hourly Rate	Total Contract Cost
<i>Deputy Costs</i>		
Deputy S&B Cost	102.90	901,404
Indirect Rate @ 9.5%	9.78	85,673
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Deputy S&B Cost	112.68	987,077
<i>Patrol Support</i>		
ADMN OFFICE PRO I	0.11	964
ADMN OFFICE PRO II	4.28	37,493
ADMN OFFICE PRO SR	1.88	16,469
EXTRA HELP	0.02	175
SHERIFFS COMMANDER	3.29	28,820
SHERIFFS LIEUTENANT	7.06	61,846
SHERIFFS SERGEANT	24.79	217,160
SHERIFF'S SERVICE TECHNICIAN	1.74	15,242
Indirect Rate @ 9.5%	4.10	35,916
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Patrol Support S&B	47.27	414,085
<i>Direct Patrol S&S</i>	<i>15.86</i>	<i>138,934</i>
<i>Direct Patrol S&S True-up</i>	<i>-</i>	<i>-</i>
Total Patrol Cost	175.81	1,540,096

Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)

<i>Investigations</i>		
General Investigations	29.26	256,318
SOD, Narcotics	4.28	37,493
SOD, Intelligence	2.14	18,746
SOD, High Tech Crime Unit	2.13	18,659
Total Investigations	37.81	331,216
Forensics	6.35	55,626
Crime Analysis Unit	1.16	10,162
Property & Evidence	3.01	26,368
True-Up Cost	-	-
Total Law Enforcement Support	48.33	423,371
Hourly Contract Rate	224.14	1,963,466
Menu Items		283,150
Dispatch		104,340
DSU Admin		19,533
Total Contract		2,370,489
Inflation - 2 years @ 3.0%		144,363
Applied True-up for FY 2020-2021		246,481
Total Contract		2,761,333
Negotiated Reduction		83,762
Negotiated Contract Total FY 22-23		2,677,571

Buellton - Menu Items Detail FY 20-21 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
NON -RELIEF TRAFFIC DEPUTY	175,630	1,824	175,630	-
<i>Total S&B</i>	<i>175,630</i>	<i>1,824</i>	<i>175,630</i>	<i>-</i>
<i>Patrol Support</i>				
ADMN OFFICE PRO I	213			
ADMN OFFICE PRO II	7,973			
ADMN OFFICE PRO II - EXH	1			
ADMN OFFICE PRO SR	3,498			
EXTRA HELP	39			
SHERIFFS COMMANDER	6,143			
SHERIFFS LIEUTENANT	13,169			
SHERIFFS SERGEANT	46,221			
SHERIFF'S SERVICE TECHNICIAN	3,252			
S&S Cost	27,011			
<i>Total Patrol Support</i>	<i>107,520</i>			
Total Costs	283,150	1,824		-

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- A. The Agreement sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.
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3. **Withdrawal of Records Requests.** PRA Requests relating to the dispute, as described in Recital H, pending between the CITY and the COUNTY or the Contract Cities collectively and the COUNTY as of the date of this Second Amendment are hereby withdrawn. Neither CITY nor COUNTY shall have any further obligation to produce records pursuant to the PRA Requests.

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SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF CARPINTERIA

COUNTY OF SANTA BARBARA

By: _____
WADE NOMURA
MAYOR OF CARPINTERIA

By: Joan Hartmann
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

Date: 10-11-22

ATTEST:
BRIAN BARRETT
CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

By: Sheila de la Guerra

APPROVED AS TO FORM:
JENA ACOS
CITY ATTORNEY

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

By: Rana Warren
Rana Warren (Sep 15, 2022 17:11 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: Greg Milligan

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: C. Schaffer

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: Bill Brown 9/30/22

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF CARPINTERIA

COUNTY OF SANTA BARBARA

By: Wade Nomura
WADE NOMURA
MAYOR OF CARPINTERIA

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: September 27, 2022

Date: _____

ATTEST:
BRIAN BARRETT
CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Brian C. Barrett

By: _____

APPROVED AS TO FORM:
JENA ACOS, *on behalf of BHFS, LLP*
~~CITY ATTORNEY~~ *acting as the*
city attorney

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Jena Acos

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

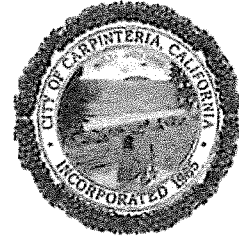
APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

Exhibit 1

Notice of Dispute

CITY of CARPINTERIA, CALIFORNIA



February 2, 2022

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Carpinteria ("City"), this letter serves as formal notice of a contract dispute ("Notice of Dispute") pursuant to Section 26 of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement"). The County of Santa Barbara Sheriff's Office ("Sheriff's Office") also provides law enforcement services to the cities of Buellton, Goleta, and Solvang (together with the City, the "Contract Cities"). It is our understanding that each of the Contract Cities will be providing the Sheriff's Office with a similar Notice of Dispute.

Two years ago, on November 10, 2020, the Sheriff's Office notified the City that it was in the process of "working with fiscal consultants from the Natelson Dale Group, Inc to develop an improved cost methodology and fiscal reporting to [the City]."¹ In this same letter, the Sheriff's Office assured the City that "[a]s always, any changes to the contract will require either an amendment or an updated [Agreement]."² Although there has been no amendment to the contract to allow use of this "improved cost methodology," the Sheriff's Office calculated compensation for FY 2021-22 and the current year—FY 2022-23—based on this unauthorized "revised" methodology. The City (as well as the other Contract Cities) similarly disputed the proposed FY 2021-22 costs.³

On January 10, 2022, the Sheriff's Office presented the City with its proposed final recomputation of compensation for fiscal year ("FY") 2022-23 in the amount of \$5,277,977.00. This proposed increase is an approximately 15% increase (or \$696,651.00) over the previous year's contract costs and would result in a total increase of close to 37% (or nearly \$1.2 million in contract costs) over the past two years. The City believes that this proposed increase is being calculated inconsistent with the terms and intent of the Agreement and, absent some additional facts not heretofore provided by the County, is disputing the entire proposed increase of \$696,651.00.

The City also asserts that the Sheriff's Office has breached both the covenant of good faith and fair dealing as well as its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. The Contract Cities, through their consultant Russ Branson, have been working with the Natelson Dale Group to evaluate the "revised" methodology and resulting proposed cost increases. To date, however, the Sheriff's Office has failed to provide sufficient

¹ See Letter from Sheriff's Office to City, dated November 10, 2020.

² See Letter from Sheriff's Office to City, dated November 10, 2020

³ The City filed a Notice of Dispute, dated February 8, 2021, disputing the final proposed recomputed compensation for FY 2021-22. As a result, the final law enforcement costs for FY 2021-22 were the product of a negotiated settlement.

Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara

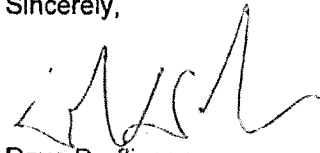
Page 2

justification—and documentation—to support the proposed increase for FY 2022-23. Additionally, during our review of data from the Sheriff's Office, we have found numerous errors and inconsistencies, including but not limited to how deputies and support staff code and allocate time and how costs are computed and allocated.

The City is committed to working with the Sheriff's Office to address its concerns regarding calculation of FY 2022-23 contract costs. Pursuant to the terms of the Agreement, should a resolution not be reached within thirty (30) days of receipt of this Notice of Dispute, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement. The City reserves the right to raise additional concerns as they arise throughout the dispute resolution process.

The City requests the Sheriff's Office to confirm receipt of this Notice of Dispute. Should you have questions about the City's concerns please contact City Manager Dave Durlinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Dave Durlinger
City Manager

Cc (by email only):
Mona Miyasato, County Executive Officer (mmiyasato@co.santa-barbara.ca.us)
Michelle Greene, Goleta City Manager (mgreene@cityofgoleta.org)
Xenia Bradford, Solvang City Manager (xeniab@cityofsolvang.com)
Scott Wolfe, Buellton City Manager (scott@cityofbuellton.com)
Rana Warren, Senior Deputy County Counsel (rgwarren@countyofsb.org)
Nancy Anderson, Assistant Chief Executive Officer (nanderson@countyofsb.org)
Das Williams, 1st District Supervisor (dwilliams@countyofsb.org)
Gregg Hart, 2nd District Supervisor (ghart@countyofsb.org)
Board Chair Joan Hartmann, 3rd District Supervisor (jhartmann@countyofsb.org)
Bob Nelson, 4th District Supervisor (bob.nelson@countyofsb.org)
Steve Lavagnino, 5th District Supervisor (steve.lavagnino@countyofsb.org)

Exhibit 2

Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23

Amended Exhibit E-4
Annual Cost Computation Fiscal Year 2022-23

Carpinteria

DSU Summary - Contract Cost	Hours Purchased	17,520
<hr/>		
Patrol Costs	Hourly Rate	Total Contract Cost
<hr/>		
<i>Deputy Costs</i>		
Deputy S&B Cost	102.90	1,802,808
Indirect Rate @ 9.5%	9.78	171,346
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Deputy S&B Cost</i>	<i>112.68</i>	<i>1,974,154</i>
<hr/>		
<i>Patrol Support</i>		
ADMN OFFICE PRO I	0.11	1,927
ADMN OFFICE PRO II	4.28	74,986
ADMN OFFICE PRO SR	1.88	32,938
EXTRA HELP	0.02	350
SHERIFFS COMMANDER	3.29	57,641
SHERIFFS LIEUTENANT	7.06	123,691
SHERIFFS SERGEANT	24.79	434,321
SHERIFF'S SERVICE TECHNICIAN	1.74	30,485
Indirect Rate @ 9.5%	4.10	71,832
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Patrol Support S&B</i>	<i>47.27</i>	<i>828,170</i>
<i>Direct Patrol S&S</i>	<i>15.86</i>	<i>277,867</i>
<i>Direct Patrol S&S True-up</i>	<i>-</i>	<i>-</i>
Total Patrol Cost	175.81	3,080,191
<hr/>		
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
<hr/>		
<i>Investigations</i>		
General Investigations	29.26	512,635
SOD, Narcotics	4.28	74,986
SOD, Intelligence	2.14	37,493
SOD, High Tech Crime Unit	2.13	37,318
<i>Total Investigations</i>	<i>37.81</i>	<i>662,431</i>
Forensics	6.35	111,252
Crime Analysis Unit	1.16	20,323
Property & Evidence	3.01	52,735
True-Up Cost	-	-
Total Law Enforcement Support	48.33	846,742
<hr/>		
Hourly Contract Rate	224.14	3,926,933
Menu Items		311,293
Dispatch		208,680
DSU Admin		35,699
Total Contract FY 20-21 Actuals		4,482,604
<hr/>		
Inflation - 2 years @	3.0%	272,991
Applied True-up for FY 2020-2021		522,382
Total Contract		5,277,977
<hr/>		
Negotiated Reduction Negotiated		220,996
Contract Total FY 22-23		5,056,981

Carpinteria - Menu Items Detail FY 20-21 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
NON-RELIEF COMMUNITY RESOURCE DEPUTY	203,772	1,824	203,772	-
Total S&B	203,772	1,824	203,772	-
<i>Patrol Support</i>				
ADMN OFFICE PRO I	213.31			
ADMN OFFICE PRO II	7,973.00			
ADMN OFFICE PRO II - EXH	0.82			
ADMN OFFICE PRO SR	3,497.78			
EXTRA HELP	38.72			
SHERIFFS COMMANDER	6,143.19			
SHERIFFS LIEUTENANT	13,169.23			
SHERIFFS SERGEANT	46,220.50			
SHERIFF'S SERVICE TECHNICIAN	3,252.27			
S&S Cost	27,011			
Total Patrol Support	107,520			
Total Menu Costs	311,293	1,824		-

**AMENDMENT NO. 2
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
THE COUNTY OF SANTA BARBARA**

This Amendment No. 2 ("Second Amendment") to the Contract Law Enforcement Services Agreement ("Agreement") is effective as of the 1st day of July 2022, ("Effective Date") by and between the City of Goleta ("CITY") and the County of Santa Barbara ("COUNTY"). CITY and COUNTY are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. The Agreement sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.
- B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Agreement ("First Amendment"), which remains in full force and effect and has no bearing on this Amendment No. 2 to the Agreement ("Second Amendment"). All references to "Agreement" herein include the provisions of the First Amendment.
- C. This Second Amendment has no bearing, effect, or impact, and does not reflect any other agreement among the Parties, or on the negotiation of any future agreement between the Parties for law enforcement services.
- D. In accordance with the Agreement, the COUNTY provided the CITY with the Fiscal Year 2022-2023 cost estimates in November 2021 and the final Fiscal Year 2022-2023 contract costs ("FY 22/23 Contract Costs") in January 2022.
- E. CITY submitted a notice of dispute ("Notice of Dispute") on or about February 2, 2022, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the FY 22/23 Contract Costs.
- F. Unable to resolve the dispute through the informal dispute resolution process delineated in Section 26 of the Agreement, on June 29, 2022, the parties proceeded to mediation, pursuant to Section 26 of the Agreement, with mutually selected mediator Stacie Hausner with ADR Services, Inc. Following the Parties' impasse at the mediation, the mediator issued a "Mediator's Settlement Proposal," which proposed a total settlement for the CITY, the City of Carpinteria, the City of Buellton, and the City of Solvang ("Contract Cities") to collectively pay to COUNTY to discharge all CITY obligations for FY 22/23 Contract Costs through the end of the Agreement. On July 19, 2022, the Parties accepted the Mediator's Settlement Proposal. Contract Cities allocated financial responsibility for the Mediator's Settlement Proposal amongst themselves.
- G. The Parties have come to an agreement as to the total amount of the FY 22/23 Contract Costs, which total as follows: Goleta: \$9,499,341; Carpinteria: \$5,056,981; Buellton: \$2,677,571; Solvang: \$2,316,107. In accordance with this Agreement, and as reflected below, COUNTY

will invoice CITY pursuant to "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2.

H. During the dispute, the CITY and COUNTY exchanged several Public Records Act requests pursuant to Government Code section 6250 *et seq.*, including requests made by and received on behalf of Contract Cities collectively ("PRA Requests"). The deadlines to provide records responsive to the PRA Requests were tolled several times and, as of the drafting of this Second Amendment, are tolled until September 30, 2022.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

I. **Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference as if set forth in full herein.

II. **Terms.** The Parties agree to the following amendments to the Agreement:

1. **Exhibit E-4.** "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2, is hereby added to and made a part of the Agreement. This Exhibit E-4 shall replace and supersede any preceding Exhibit E-4 to the Agreement.

2. **No Precedent.** Nothing herein shall be construed as precedent regarding the calculation of contract costs, or on the negotiation of any agreement between the Parties for future contract law enforcement services.

3. **Withdrawal of Records Requests.** PRA Requests relating to the dispute, as described in Recital H, pending between the CITY and the COUNTY or the Contract Cities collectively and the COUNTY as of the date of this Second Amendment are hereby withdrawn. Neither CITY nor COUNTY shall have any further obligation to produce records pursuant to the PRA Requests.

III. **General Provisions.**

1. **Authority to Bind.** Each Party warrants that the individuals who have signed this Second Amendment have the legal power, right and authority to agree to this Second Amendment and bind each respective Party.

2. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. **Entire Agreement.** This Second Amendment represents the entire understanding of the Parties with respect to the FY 22/23 Contract Costs. This Second Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 22/23 Contract Costs, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this Second Amendment, all other provisions of the Agreement not in conflict with the terms of this Second Amendment shall remain in full force and effect.

5. Severability. If any provision of this Second Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Second Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance, whether known or unknown, pertaining to either the facts underlying or arising from (i) the FY 22/23 Contract Costs, as identified in the Notice of Dispute, including but not limited to any claim encompassed by the CITY'S February 2, 2022 Notice of Dispute, or (ii) the PRA Request ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this Second Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Parties acknowledge that except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to any of the Parties or their respective counsel. The Parties therefore expressly assume the risk of the existence of different or presently unknown facts or law and agree that this Agreement shall be in all respects effective and binding as to each Party despite the possibility of new or different facts or law.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF GOLETA

COUNTY OF SANTA BARBARA

By: _____
PAULA PEROTTE
MAYOR OF GOLETA

By: *Joan Hartmann*
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

Date: 10-11-22

ATTEST:
DEBORAH LOPEZ
CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

By: *Sheila LaBuenra*

APPROVED AS TO FORM:
MEGAN GARIBALDI
CITY ATTORNEY

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

By: *Rana Warren*
Rana Warren (Sep 15, 2022 17:11 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: *Greg Milligan*

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: *C. Edie Schaffer*

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: *Bill Brown* 9/30/22

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF GOLETA

COUNTY OF SANTA BARBARA

DocuSigned by:
By: Paula Perotte
PAULA PEROTTE
MAYOR OF GOLETA

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 9/23/2022

Date: _____

ATTEST:
DEBORAH LOPEZ
CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

DocuSigned by:
By: Deborah Lopez
A3E09F3473CA47E...

By: _____

APPROVED AS TO FORM:
MEGAN GARIBALDI
CITY ATTORNEY

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Megan Garibaldi
5E1B3B29ABE0406...

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

Exhibit 1

Notice of Dispute



February 2, 2022

CITY COUNCIL

Paula Perotte
Mayor

Stuart Kasdin
Mayor Pro Tempore

Roger S. Aceves
Councilmember

James Kyriaco
Councilmember

Kyle Richards
Councilmember

CITY MANAGER
Michelle Greene

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute in Response to Proposed FY 2022-23
Recomputed Compensation under the Agreement to Provide Law
Enforcement Services between the City of Goleta and County of Santa
Barbara

Dear Sheriff Brown:

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² See Letter from Sheriff's Office to City, dated November 10, 2020.

the other Contract Cities) similarly disputed the proposed FY 2021-22 costs.³

On January 10, 2022, the Sheriff's Office presented the City with its proposed final recomputation of compensation for fiscal year ("FY") 2022-23 in the amount of \$9,759,127.00. This proposed increase is an approximately 13.38% increase (or \$1,151,406.00) over the previous year's contract costs and would result in a total increase of close to 30% (or nearly \$2,257,953.00 in contract costs) over the past two years. The City believes that this proposed increase is being calculated inconsistent with the terms and intent of the Agreement and, absent some additional facts not heretofore provided by the County, is disputing the entire proposed increase of \$1,151,406.00.

The City also asserts that the Sheriff's Office has breached both the covenant of good faith and fair dealing as well as its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. The Contract Cities, through their consultant Russ Branson, have been working with the Natelson Dale Group to evaluate the "revised" methodology and resulting proposed cost increases. To date, however, the Sheriff's Office has failed to provide sufficient justification—and documentation—to support the proposed increase for FY 2022-23. Additionally, during our review of data from the Sheriff's Office, we have found numerous errors and inconsistencies, including but not limited to how deputies and support staff code and allocate time and how costs are computed and allocated.

The City is committed to working with the Sheriff's Office to address its concerns regarding calculation of FY 2022-23 contract costs. Pursuant to the terms of the Agreement, should a resolution not be reached within thirty (30) days of receipt of this Notice of Dispute, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement. The City reserves the right to raise additional concerns as they arise throughout the dispute resolution process.

The City requests the Sheriff's Office to confirm receipt of this Notice of Dispute. Should you have questions about the City's concerns please contact City Manager Michelle Greene at (805) 961-7501 or mgreene@cityofgoleta.org. Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Michelle Greene
City Manager

Cc (by email only):

Mona Miyasato, County Executive Officer (mmiyasato@co.santa-barbara.ca.us)
Dave Durlinger, Carpinteria City Manager (daved@ci.carpinteria.ca.us)
Xenia Bradford, Solvang City Manager (xeniab@cityofsolvang.com)

³ The City filed a Notice of Dispute, dated February 8, 2021, disputing the final proposed recomputed compensation for FY 2021-22. As a result, the final law enforcement costs for FY 2021-22 were the product of a negotiated settlement.

Scott Wolfe, Buellton City Manager (scott@cityofbuellton.com)
Rana Warren, Senior Deputy County Counsel (rgwarren@countyofsb.org)
Nancy Anderson, Assistant Chief Executive Officer (nanderson@countyofsb.org)
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Annual Cost Computation Fiscal Year 2022-23

Goleta

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Patrol Costs	Hourly Rate	Total Contract Cost
<i>Deputy Costs</i>		
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Indirect Rate @ 9.5%	9.78	257,018
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Deputy S&B Cost</i>	<i>112.68</i>	<i>2,961,230</i>
<i>Patrol Support</i>		
ADMN OFFICE PRO I	0.11	2,891
ADMN OFFICE PRO II	4.28	112,478
ADMN OFFICE PRO SR	1.88	49,406
EXTRA HELP	0.02	526
SHERIFFS COMMANDER	3.29	86,461
SHERIFFS LIEUTENANT	7.06	185,537
SHERIFFS SERGEANT	24.79	651,481
SHERIFF'S SERVICE TECHNICIAN	1.74	45,727
Indirect Rate @ 9.5%	4.10	107,748
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Patrol Support S&B</i>	<i>47.27</i>	<i>1,242,256</i>
<i>Direct Patrol S&S</i>	<i>15.86</i>	<i>416,801</i>
<i>Direct Patrol S&S True-up</i>	<i>-</i>	<i>-</i>
Total Patrol Cost	175.81	4,620,287
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
<i>Investigations</i>		
General Investigations	29.26	768,953
SOD, Narcotics	4.28	112,478
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Hourly Contract Rate	224.14	5,890,399
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Total Contract		9,759,127
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Contract Total FY 22-23		9,499,341

Goleta - Menu Items Detail FY 20-21 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
COMMUNITY RESOURCE DEPUTY	183,718	1,585	183,718	-
NARCOTICS DETECTIVE	168,916	1,613	168,916	-
NON -RELIEF TRAFFIC DEPUTY	351,260	1,549	351,260	-
NON -RELIEF TRAFFIC SGT	238,611	1,675	238,611	-
NON -RELIEF TRAFFIC SR DEPUTY	228,951	1,890	228,951	-
SCHOOL RESOURCE DEPUTY (DP)	180,934	1,437	180,934	-
SHERIFF'S SERVICE TECHNICIAN (PARKING OFFICER)	90,051	1,856	90,051	-
Total S&B	1,442,441	11,603	1,442,441	-
Patrol Support				
ADMN OFFICE PRO I	1,357			
ADMN OFFICE PRO II	50,717			
ADMN OFFICE PRO II - EXH	5			
ADMN OFFICE PRO SR	22,250			
EXTRA HELP	246			
SHERIFFS COMMANDER	39,077			
SHERIFFS LIEUTENANT	83,771			
SHERIFFS SERGEANT	294,014			
SHERIFF'S SERVICE TECHNICIAN	20,688			
S&S Cost	171,823			
Total Patrol Support	683,949		-	
Total Menu Costs	2,126,390	11,603		-

**AMENDMENT NO. 2
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BETWEEN THE CITY OF SOLVANG
AND
THE COUNTY OF SANTA BARBARA**

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RECITALS

- A. The Agreement sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.
- B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Agreement ("First Amendment"), which remains in full force and effect and has no bearing on this Amendment No. 2 to the Agreement ("Second Amendment"). All references to "Agreement" herein include the provisions of the First Amendment.
- C. This Second Amendment has no bearing, effect, or impact, and does not reflect any other agreement among the Parties, or on the negotiation of any future agreement between the Parties for law enforcement services.
- D. In accordance with the Agreement, the COUNTY provided the CITY with the Fiscal Year 2022-2023 cost estimates in November 2021 and the final Fiscal Year 2022-2023 contract costs ("FY 22/23 Contract Costs") in January 2022.
- E. CITY submitted a notice of dispute ("Notice of Dispute") on or about February 2, 2022, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the FY 22/23 Contract Costs.
- F. Unable to resolve the dispute through the informal dispute resolution process delineated in Section 26 of the Agreement, on June 29, 2022, the parties proceeded to mediation, pursuant to Section 26 of the Agreement, with mutually selected mediator Stacie Hausner with ADR Services, Inc. Following the Parties' impasse at the mediation, the mediator issued a "Mediator's Settlement Proposal," which proposed a total settlement for the CITY, the City of Goleta, the City of Buellton, and the City of Carpinteria ("Contract Cities") to collectively pay to COUNTY to discharge all CITY obligations for FY 22/23 Contract Costs through the end of the Agreement. On July 19, 2022, the Parties accepted the Mediator's Settlement Proposal. Contract Cities allocated financial responsibility for the Mediator's Settlement Proposal amongst themselves.
- G. The Parties have come to an agreement as to the total amount of the FY 22/23 Contract Costs, which total as follows: Goleta: \$9,499,341; Carpinteria: \$5,056,981; Buellton: \$2,677,571; Solvang: \$2,316,107. In accordance with this Agreement, and as reflected below, COUNTY

will invoice CITY pursuant to "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2.

- H. During the dispute, the CITY and COUNTY exchanged several Public Records Act requests pursuant to Government Code section 6250 *et seq.*, including requests made by and received on behalf of Contract Cities collectively ("PRA Requests"). The deadlines to provide records responsive to the PRA Requests were tolled several times and, as of the drafting of this Second Amendment, are tolled until September 30, 2022.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

- I. Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference as if set forth in full herein.

- II. Terms.** The Parties agree to the following amendments to the Agreement:

1. Exhibit E-4. "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2, is hereby added to and made a part of the Agreement. This Exhibit E-4 shall replace and supersede any preceding Exhibit E-4 to the Agreement.

2. No Precedent. Nothing herein shall be construed as precedent regarding the calculation of contract costs, or on the negotiation of any agreement between the Parties for future contract law enforcement services.

3. Withdrawal of Records Requests. PRA Requests relating to the dispute, as described in Recital H, pending between the CITY and the COUNTY or the Contract Cities collectively and the COUNTY as of the date of this Second Amendment are hereby withdrawn. Neither CITY nor COUNTY shall have any further obligation to produce records pursuant to the PRA Requests.

III. General Provisions.

1. Authority to Bind. Each Party warrants that the individuals who have signed this Second Amendment have the legal power, right and authority to agree to this Second Amendment and bind each respective Party.

2. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Entire Agreement. This Second Amendment represents the entire understanding of the Parties with respect to the FY 22/23 Contract Costs. This Second Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 22/23 Contract Costs, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this Second Amendment, all other provisions of the Agreement not in conflict with the terms of this Second Amendment shall remain in full force and effect.

5. Severability. If any provision of this Second Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Second Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance, whether known or unknown, pertaining to either the facts underlying or arising from (i) the FY 22/23 Contract Costs, as identified in the Notice of Dispute, including but not limited to any claim encompassed by the CITY'S February 2, 2022 Notice of Dispute, or (ii) the PRA Request ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this Second Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Parties acknowledge that except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to any of the Parties or their respective counsel. The Parties therefore expressly assume the risk of the existence of different or presently unknown facts or law and agree that this Agreement shall be in all respects effective and binding as to each Party despite the possibility of new or different facts or law.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF SOLVANG

By: _____
CHARLIE UHRIG
MAYOR OF SOLVANG

Date: _____

ATTEST:
ANNAMARIE PORTER
CITY CLERK

By: _____

APPROVED AS TO FORM:
DAVID FLEISHMAN
CITY ATTORNEY

By: _____

COUNTY OF SANTA BARBARA

By: Joan Hartmann
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 10-11-22

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Shirley LaGuerra

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Rana Warren
Rana Warren (Sep 15, 2022 17:12 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: Greg Milligan

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: C. Edith Schaffer

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: Bill Brown 9/30/22

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF SOLVANG

COUNTY OF SANTA BARBARA

DocuSigned by:
Charles D. Uhrig
By: _____
CHARLIE UHRIG
MAYOR OF SOLVANG

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

Date: _____

ATTEST:
ANNAMARIE PORTER
CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

DocuSigned by:
Annamarie Porter
By: _____
2FEC6CE62C12406

By: _____

APPROVED AS TO FORM:
DAVID FLEISHMAN
CITY ATTORNEY

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
David Fleishman
By: _____
8CACE76DAD12485

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

Exhibit 1

Notice of Dispute



CITY of SOLVANG, California

February 2, 2022

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Solvang and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Solvang (“City”), this letter serves as formal notice of a contract dispute (“Notice of Dispute”) pursuant to Section 26 of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara (“Agreement”). The County of Santa Barbara Sheriff’s Office (“Sheriff’s Office”) also provides law enforcement services to the cities of Buellton, Goleta, and Carpinteria (together with the City, the “Contract Cities”). It is our understanding that each of the Contract Cities will be providing the Sheriff’s Office with a similar Notice of Dispute.

Two years ago, on November 10, 2020, the Sheriff’s Office notified the City that it was in the process of “working with fiscal consultants from the Natelson Dale Group, Inc. to develop an improved cost methodology and fiscal reporting to [the City].” In this same letter, the Sheriff’s Office assured the City that “[a]s always, any changes to the contract will require either an amendment or an updated [Agreement].” Although there has been no amendment to the contract to allow use of this “improved cost methodology,” the Sheriff’s Office calculated compensation for FY 2021-22 and the current year—FY 2022-23—based on this unauthorized “revised” methodology. The City (as well as the other Contract Cities) similarly disputed the proposed FY 2021-22 costs.¹

On January 10, 2022, the Sheriff’s Office presented the City with its proposed final recomputation of compensation for fiscal year (“FY”) 2022-23 in the amount of \$2,468,676.00. This proposed increase is an approximately 15% increase (or \$317,144.00 over the previous year’s contract costs and would result in a total increase of nearly 35% (or \$638,379 in contract costs) over the past two years. The City believes that this proposed increase is being calculated

¹ The City filed a Notice of Dispute, dated February 12, 2021, disputing the final proposed recomputed compensation for FY 2021-22. As a result, the final law enforcement costs for FY 2021-22 were the product of a negotiated settlement.

inconsistent with the terms and intent of the Agreement and, absent some additional facts not heretofore provided by the County, is disputing the entire proposed increase of \$317,144.00

The City also asserts that the Sheriff's Office has breached both the covenant of good faith and fair dealing as well as its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. The Contract Cities, through their consultant Russ Branson, have been working with the Natelson Dale Group to evaluate the "revised" methodology and resulting proposed cost increases. To date, however, the Sheriff's Office has failed to provide sufficient justification—and documentation—to support the proposed increase for FY 2022-23. Additionally, during our review of data from the Sheriff's Office, we have found numerous errors and inconsistencies, including but not limited to how deputies and support staff code and allocate time and how costs are computed and allocated.

The City is committed to working with the Sheriff's Office to address its concerns regarding calculation of FY 2022-23 contract costs. Pursuant to the terms of the Agreement, should a resolution not be reached within thirty (30) days of receipt of this Notice of Dispute, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement. The City reserves the right to raise additional concerns as they arise throughout the dispute resolution process.

The City requests the Sheriff's Office to confirm receipt of this Notice of Dispute. Should you have questions about the City's concerns please contact me at (805) 688-5575 or xeniab@cityofsolvang.com. Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Xenia Bradford
City Manager

Cc (by email only):
Mona Miyasato, County Executive Officer (mmiyasato@co.santa-barbara.ca.us)
Michelle Greene, Goleta City Manager (mgreene@cityofgoleta.org)
Dave Durlinger, Carpinteria City Manager (daved@ci.carpinteria.ca.us)
Scott Wolfe, Buellton City Manager (scott@cityofbuellton.com)
Rana Warren, Senior Deputy County Counsel (rgwarren@countyofsb.org)
Nancy Anderson, Assistant Chief Executive Officer (nanderson@countyofsb.org)
Das Williams, 1st District Supervisor (dwilliams@countyofsb.org)
Gregg Hart, 2nd District Supervisor (ghart@countyofsb.org)
Board Chair Joan Hartmann, 3rd District Supervisor (jhartmann@countyofsb.org)
Bob Nelson, 4th District Supervisor (bob.nelson@countyofsb.org)
Steve Lavagnino, 5th District Supervisor (steve.lavagnino@countyofsb.org)

Exhibit 2

Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23

Amended Exhibit E-4
Annual Cost Computation Fiscal Year 2022-23

Solvang

DSU Summary - Contract Cost Hours Purchased 8,760

Patrol Costs	Hourly Rate	Total Contract Cost
<i>Deputy Costs</i>		
Deputy S&B Cost	102.90	901,404
Indirect Rate @ 9.5%	9.78	85,673
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Deputy S&B Cost</i>	<i>112.68</i>	<i>987,077</i>
<i>Patrol Support</i>		
ADMN OFFICE PRO I	0.11	964
ADMN OFFICE PRO II	4.28	37,493
ADMN OFFICE PRO SR	1.88	16,469
EXTRA HELP	0.02	175
SHERIFFS COMMANDER	3.29	28,820
SHERIFFS LIEUTENANT	7.06	61,846
SHERIFFS SERGEANT	24.79	217,160
SHERIFF'S SERVICE TECHNICIAN	1.74	15,242
Indirect Rate @ 9.5%	4.10	35,916
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Patrol Support S&B</i>	<i>47.27</i>	<i>414,085</i>
<i>Direct Patrol S&S</i>	<i>15.86</i>	<i>138,934</i>
<i>Direct Patrol S&S True-up</i>	<i>-</i>	<i>-</i>
Total Patrol Cost	175.81	1,540,096

Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)

<i>Investigations</i>		
General Investigations	29.26	256,318
SOD, Narcotics	4.28	37,493
SOD, Intelligence	2.14	18,746
SOD, High Tech Crime Unit	2.13	18,659
<i>Total Investigations</i>	<i>37.81</i>	<i>331,216</i>
Forensics	6.35	55,626
Crime Analysis Unit	1.16	10,162
Property & Evidence	3.01	26,368
True-Up Cost	-	-
Total Law Enforcement Support	48.33	423,371
Hourly Contract Rate	224.14	1,963,466
Menu Items		-
Dispatch		104,340
DSU Admin		16,166
Total Contract FY 20-21 Actuals		2,083,973
Inflation - 2 years @	3.0%	126,914
Applied True-up for FY 2020-2021		257,789
Total Contract		2,468,676
Negotiated Reduction		152,569
Negotiated Contract Total FY 22-23		2,316,107