



Agreement# _____

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the SANTA BARBARA UNIFIED SCHOOL DISTRICT (hereafter CUSTOMER) wherein COUNTY agrees to provide and the CUSTOMER agrees to accept the services specified herein.

WHEREAS, there are within the boundaries of the County of Santa Barbara certain events which attract such large numbers of persons and vehicles that additional assistance from outside law enforcement agencies, including the Santa Barbara Sheriff's Office, is required in order to provide adequate law enforcement services; and,

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

WHEREAS, pursuant to Government Code 54981, "The legislative body of any local agency may contract with any other local agency for the performance by the latter of municipal services or functions within the territory of the former."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. Sheriff Bill Brown or his designee (Contract Services Bureau) at phone number (805) 681-4290 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Superintendent Hilda Maldonado or her designee at phone number (805) 963-4338 and address of 720 Santa Barbara St. Santa Barbara, California 93101, is the authorized representative for the CUSTOMER. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Contract Services Bureau, Santa Barbara County Sheriff's Office, 4434
Calle Real, Santa Barbara, California 93110

To CUSTOMER: Dr. Hilda Maldonado, Superintendent, Santa Barbara Unified School District, 720 Santa Barbara Street, Santa Barbara, California 93101

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.

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

4. TERM. COUNTY shall commence on August 1, 2022, and complete services on June 30, 2025 unless earlier terminated.

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

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

7. OWNERSHIP OF EQUIPMENT. COUNTY shall be the owner of all items incidental to the performance of this Agreement. No transfer of ownership of equipment from COUNTY to the CUSTOMER shall occur as a result of this contract.

8. INDEMNIFICATION AND INSURANCE. The CUSTOMER shall agree to defend indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

9. INDEPENDENT CONTRACTOR. It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of COUNTY to CUSTOMER being that of an independent contractor and CUSTOMER to COUNTY retain sole and independent liability for the actions of the employees of each.

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

11. NONEXCLUSIVE AGREEMENT. The CUSTOMER understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

12. ASSIGNMENT. The CUSTOMER shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY 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.

13. TERMINATION.

A. By COUNTY. COUNTY may, by written notice to CUSTOMER, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of the CUSTOMER to fulfill the obligations herein.

- 1) For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, COUNTY shall promptly cease work and notify CUSTOMER as to the status of its performance.
- 2) For Cause. Should the CUSTOMER default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by the CUSTOMER.

B. By CUSTOMER. Should COUNTY fail to provide the CUSTOMER all or any part of the services set forth in Exhibit A, the CUSTOMER may, at the CUSTOMER option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY.

Notwithstanding any other payment provision of this Agreement, the CUSTOMER 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.

14. 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.

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

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY 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.

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

18. NO WAIVER OF DEFAULT. No delay or omission of COUNTY 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 Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

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

20. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, 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.

21. COMPLIANCE WITH LAW. The CUSTOMER shall, at their sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of the CUSTOMER in any action or proceeding against the CUSTOMER, whether COUNTY be a party thereto or not, that the CUSTOMER has violated any such ordinance or statute, shall be conclusive of that fact as between the CUSTOMER and COUNTY.

22. CALIFORNIA LAW. The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement 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.

23. EXECUTION OF COUNTERPARTS. This Agreement 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.

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

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

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Agreement between, the **SANTA BARBARA UNIFIED SCHOOL DISTRICT** and **SANTA BARBARA COUNTY SHERIFF'S OFFICE** regarding contracted law enforcement services as approved by the following parties:

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

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| COUNTY OF SANTA BARBARA: | SANTA BARBARA UNIFIED SCHOOL DISTRICT: |
| By: _____ Joan Hartmann Chair, Board of Supervisors | By: <u>Hilda Maldonado</u> Dr. Hilda Maldonado, Superintendent Santa Barbara Unified School District |

ATTEST:
Mona Miyasato
County Executive Officer

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____

By: C. Schaffer

RECOMMENDED FOR APPROVAL:
Sheriff Bill Brown
Sheriff's Office

APPROVED AS TO FORM:
Greg Milligan, ARM
Risk Manager

By: Bill Brown 11/10/22

By: Gregory Milligan
By: Gregory Milligan (Oct 12, 2022 10:43 PDT)

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: Michelle Montez
By: Michelle Montez (Oct 14, 2022 06:58 PDT)

EXHIBIT A

STATEMENT OF WORK

The COUNTY agrees to provide special event law enforcement services for the CUSTOMER, Santa Barbara Unified School District, for various special events including, but not limited to, athletic, business, graduation and/or entertainment events for the period of August 1, 2022 and June 30, 2025.

Written notice will be presented to COUNTY by the CUSTOMER for specific personnel requests, preferably thirty days in advance of the special event sponsored by the CUSTOMER. Untimely requests are subject to inability to accommodate the request. Deputies will be scheduled outside of their regular work calendar to serve supplemental security requests. If the event is canceled by the CUSTOMER, a written notice from the CUSTOMER to the COUNTY must be received at least twenty-four hours prior to the event in order to avoid a two-hour minimum charge per deputy scheduled. If deemed necessary to carryout the duties assigned to the Sheriffs Office, personnel and/or equipment may be added by written notification to the designated representative of the other party. Additionally, in the unlikely event that additional Sheriffs Deputies are requested to respond to the event for emergency assistance, the CUSTOMER will be charged for such resources at the current Sheriffs Volunteer Response (SVR) rate.

The rendition of services to be performed by COUNTY under this Agreement, including the standards of performance, the discipline of all Sheriffs Office personnel and the control of all Sheriffs Office personnel employed under the Agreement shall be under, and remain under, the ranking Sheriffs Office manager assigned.

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EXHIBIT B

PAYMENT METHODOLOGY

The CUSTOMER will reimburse the COUNTY for actual, additional personnel, supply costs and mileage costs incurred in the provision of the services described in Exhibit A. Costs will be tracked through the COUNTY's financial (FIN) system and a summary invoice will be sent to the CUSTOMER within 60 days of the conclusion of the work performed. A minimum of two hours per deputy will be assessed for each scheduled event unless the event is cancelled and the COUNTY is informed at least twenty-four hours in advance (using the standard SVR rate). A detailed listing of these charges will be kept on file at the COUNTY office and made available to the CUSTOMER upon written request. These records will be maintained for a period of one year after the date of the original invoice.

The CUSTOMER may request and receive an estimate of costs based on number and rank of staff, hours of service and direct expense items requested. In no way will an estimate constitute a minimum or maximum allowable charge under the terms of this contract.

The CUSTOMER'S payment is due to the COUNTY within sixty (60) days of the date of the invoice. Payment will be made payable to: Santa Barbara County Sheriff, and mailed to Santa Barbara County Sheriffs Office, Attention: Business Office, P. O. Box 6427, Santa Barbara, CA 93160-6427.

If such payment is not delivered to the COUNTY office within sixty days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum and commence sixty (60) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

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EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS between the Santa Barbara Unified School District and the County of Santa Barbara

A INDEMNIFICATION

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

8.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 Agreement.