



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 City of Buellton, an incorporated city having its principal place of business at 107 West Highway 246, P.O. Box 1819, Buellton, CA 93427, (hereafter CITY) wherein COUNTY agrees to provide and the CITY agrees to accept and pay for the services specified herein.

WHEREAS, the CITY 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 services on a cost reimbursement basis, as authorized by California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner.

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

1. **DESIGNATED REPRESENTATIVE.** The currently assigned City of Buellton Station Lieutenant at phone number (805) 688-5002 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The City Manager at phone number (805) 688-5177 is the authorized representative for CITY. 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: Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, CA 93160
To CITY: City Manager, City of Buellton, 107 West Highway 246,
P.O. Box 1819, Buellton, CA 93427

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 law enforcement services to CITY in accordance with **Exhibits A** attached hereto and incorporated herein by reference.

4. **TERM.**

A. **Basic Term.** The term of this Agreement shall commence July 1, 2019, and continue through June 30, 2020, a one-year term, unless sooner terminated pursuant to Paragraph 13, Termination, below.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform law enforcement services required under this Agreement, as described in **Exhibit A**.

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

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless each other and to procure and maintain insurance in accordance with the provisions of **Exhibit C**, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable menu items within the agreement, an equipment or supplies purchased by the CITY for COUNTY may, at CITY sole discretion, revert to CITY ownership.

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

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY 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 CITY agrees to comply with said ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other entities to provide the same or similar services.

12. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement 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 of this Agreement.

13. **TERMINATION.**

A. **By COUNTY**

1. Termination for Convenience. COUNTY may terminate this Agreement upon Ninety (90) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY 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 Ninety (90) days written notice.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon Ninety (90) days' written notice.
2. Termination for Cause. Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, including by failing to provide CITY all or any part of the services set forth in Exhibit A, CITY may, at CITY'S sole option, terminate this Agreement by Ninety (90) days written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any 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 the parties 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 by either party 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 each party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the exercising party.

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 its 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 estoppel.

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

22. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. 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.** The 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, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY 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. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

26. **DISPUTE RESOLUTION PROCESS.** Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Paragraph 2.B. of Exhibit A) shall be first submitted to non-binding mediation. Written notice stating the basis of the dispute, including the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to the dispute. During the next thirty (30) days following receipt of notice, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. If the dispute remains unresolved, the matter shall be referred to a neutral mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. The mediator shall hear presentations and documentary evidence from the parties. The rules of evidence shall not apply to the mediation. At the conclusion of the mediation, the mediator shall render a written decision. Any costs of retaining the services of the mediator shall be shared equally by the COUNTY and CITY. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. **AGREEMENT NOT CONSTRUED AGAINST DRAFTER.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

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Agreement between, the City of Buellton 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.

COUNTY OF SANTA BARBARA

CITY OF BUELLTON

By: _____

By: _____

STEVE LAVAGNINO
CHAIR, BOARD OF SUPERVISORS

HOLLY SIERRA
MAYOR OF BUELLTON

Date: _____

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

ATTEST:
CITY CLERK
LINDA REID

By: _____

By: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

CITY OF BUELLTON
GREG MURPHY
CITY ATTORNEY

By: _____

By: _____

APPROVED AS TO CONTENT:
RAY AROMATORIO
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 A

STATEMENT OF WORK

COUNTY, through its Sheriff's Office, shall utilize motorcycle based Traffic Deputies to perform traffic enforcement, collision investigations, community outreach and education programs and conduct enforcement operations focusing on common collision factors within the incorporated limits of the City of Buellton according to the terms and conditions set forth herein. It is the goal of the Traffic Deputies to reduce the number of traffic collisions, persons injured in collisions, and improve the overall safety of motorists, bicyclists and pedestrians. Traffic Deputies may also address specific traffic safety concerns, provide traffic control at specified special events, and collaborate with City of Buellton staff in an effort to accomplish these goals.

Insofar as it is both legal and consistent with COUNTY policies, the COUNTY will reasonably accommodate the CITY's desire relating to the type and manner in which the TRAFFIC DEPUTY services are provided to the CITY.

The Traffic Deputy will work a total of 2080 hours over the 2019-20 fiscal year. The TRAFFIC DEPUTY will be scheduled to work during normal business hours, but may need to occasionally adjust his/her hours to meet the needs of the CITY or the COUNTY. The CITY further recognizes that the assigned TRAFFIC DEPUTY is afforded various forms of paid temporary short-term leave (including, but not limited to vacation, holidays, sick time and POST/Department mandated training), and will not be present when he/she utilizes these leaves, and that the COUNTY will not be providing backfill coverage of the TRAFFIC DEPUTY position during these periods of temporary/ short-term leave. With the exception of the aforementioned temporary/ short-term leaves, in the event the assigned TRAFFIC DEPUTY becomes unable or unavailable to perform the duties outlined within this contract, the COUNTY will assign deputy sheriff personnel to provide the services outlined within this Agreement.

The rendition of services to be performed by COUNTY under this Agreement, including the standards of performance, the discipline of all Sheriff's Office personnel and the control of all Sheriff's Office personnel employed under the Agreement shall be under, and remain under, the ranking Sheriff's Office officer assigned. No exemptions and exceptions to the services are to be performed.

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EXHIBIT B

PAYMENT METHODOLOGY

This Exhibit outlines the method of calculation to be used for the costs, and the billing and payment processes to be followed under this Agreement. Exhibit D outlines the actual annual costs for the TRAFFIC DEPUTY.

1. Compensation.

- A. Initial Compensation. The compensation to be paid by the CITY to the COUNTY for General Law Enforcement Services under this Agreement for the County fiscal year beginning July 1, 2019 is described in subparagraph B below. The calculation will be performed to amend the cost of compensation is described in Exhibit B, Paragraph 2.
- B. Compensation Formula. The following table outlines the methodology by which the estimated costs to the CITY were calculated. As described within Exhibit B, Paragraph 2, subparagraph A, the CITY will be billed for the actual hours (and resulting costs) of services provided to the CITY by the COUNTY.
- C. Overhead. CITY will not be responsible for, nor will it be billed for the costs of any of the Sheriff's Office indirect costs or Countywide overhead. COUNTY shall not charge CITY for any service or function performed by the COUNTY attributable to services provided or required by law to be provided to the entire COUNTY, such as, for example, Custody, or Coroner services.

2. Compensation Procedure

- A. Payment Process. COUNTY shall invoice the CITY on the first day of each month for an amount which represents actual cost of providing the services in this Agreement. The CITY shall make full payment of this invoice no later than the 25th of the same month in which the Invoice was received. CITY'S payment may be made by check made payable to "Santa Barbara County Sheriff's Office" and delivered via mail or in person to the COUNTY'S designated representative or by electronic transfer to an account that will be provided by Santa Barbara County Sheriff's Business Office. If payment is not received by the COUNTY within 30 days of the due date set forth herein, COUNTY may charge the CITY interest on the unpaid amount until paid. Said interest shall be assessed at the COUNTY'S pooled interest rate in effect at the time. If invoices submitted for payment contain errors, CITY shall review and return said invoices to COUNTY for correction. The thirty (30) day period for processing said invoice re-starts upon the date of the submitted corrected invoice (s).

B. Salary Changes. The CITY acknowledges that the compensation rates for COUNTY employees may also change at any time during the term of this Agreement as the result of the collective bargaining process and the adoption by the COUNTY of its Personnel and Salary Ordinances and Resolutions. The Sheriff does not have input as the bargaining process. CITY shall be notified in writing as soon as possible and no later than thirty (30) days after the formal adoption of any Personnel and Salary Ordinance or Resolution that changes the compensation levels of employees assigned to provide services under this Agreement. Along with this notification, CITY shall be provided a written detailed summary of the cost differences arising from the changes to the COUNTY'S personnel costs. CITY and COUNTY shall then meet as soon as possible, and shall make every reasonable effort to address the increased costs and their impact on CITY's budget, including potential changes to service levels. The parties shall prepare and execute a written amendment to this Agreement.

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EXHIBIT C

SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

Indemnification

- A. Indemnification by CITY. CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, elected officials, employees and volunteers, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY lawfully enforces CITY policies that are later deemed or declared unlawful, unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CITY, and CITY'S Board members, officers, agents, employees, and volunteers.
- B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold CITY, and CITY'S Board members, officers, employees, and volunteers harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance, or constitutional provisions, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials, employees and volunteers, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.
- C. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.
- D. 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.
- E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents, elected officials, employees and volunteers under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

2. **Insurance.**

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof (which may include insurance through a joint powers insurance authority), against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL). Insurance on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Each party shall name the other party as an additional insured on its policy.
- B. Automobile Liability. Insurance covering any auto with policy limits no less than \$2,000,000 per accident for bodily injury and property damage.
- C. Workers’ Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease
- D. Primary Coverage. For any claims related to this Agreement, the indemnitor’s insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee’s insurance and shall not contribute with it.

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EXHIBIT D

This Exhibit outlines the actual costs for which the CITY will be responsible under this Agreement.

Buellton Traffic Deputy Summary - 2019/20

Hours Purchased: 2080

Patrol Costs	Maximum Hourly Rate	Maximum Agreement Cost
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<i>Traffic Deputy Costs</i>		
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Deputy S&B Cost	\$94.84	\$197,267.20
Indirect Rate	7.49%	\$14,775.31
<u>CSB Rate</u>	\$1.80	<u>\$3,744.00</u>
Total		\$215,786.51

