

**AMENDMENT NO. 3  
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT  
BETWEEN THE CITY OF BUELLTON  
AND  
THE COUNTY OF SANTA BARBARA**

This Amendment No. 3 (“Third Amendment”) to the Contract Law Enforcement Services Agreement (“Original Agreement”) is effective as of the 1st day of July 2023, (“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 (as hereinafter defined) sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Original Agreement is from July 1, 2019 through June 30, 2023 (“Existing Termination Date”), and only includes costs accrued and invoiced within this period.
- B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Original Agreement (“First Amendment”), and effective July 1, 2022, the Parties executed Amendment No. 2 to the Original Agreement, as amended by the First Amendment (“Second Amendment”), each of which remains in full force and effect. All references to “Agreement” herein include the provisions of the Original Agreement and First and Second Amendments, respectively.
- C. In November of 2022, the Parties commenced negotiations for a new agreement for law enforcement services (“Future Agreement”), effective upon an unknown date for an unknown term with an unknown cost model. Such negotiations remain ongoing. As a result, given the Existing Termination Date and that the terms of the Future Agreement are not yet resolved, the Parties hereby agree to enter into this Third Amendment for purposes of extending the Agreement to allow the Parties to continue their efforts to negotiate a Future Agreement without a lapse in law enforcement services to the CITY, during this Extended Term (as hereinafter defined). The Parties agree to continue Future Agreement negotiations as expeditiously as possible.
- D. This Third Amendment has no bearing, effect, or impact—and does not reflect any other agreement among the Parties—on or relating to any ongoing or future negotiation of any future agreement (including the Future Agreement) between the Parties for law enforcement services.

**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. Term of Agreement. Pursuant to Section 4(b) of the Agreement, the term of this Agreement shall be extended to terminate upon the earlier of the following occurrences: (i) 11:59 p.m. on September 29, 2023; or (ii) the effectiveness of the fully executed Future Agreement, as stated therein (either, the “Extended Term”).

2. Exhibit E-5. “Exhibit E-5 Extended Term Cost Computation”, attached hereto as Exhibit 1, is hereby added to and made a part of the Agreement. The costs set forth in Exhibit E-5 reflect a 7.4% increase over Fiscal Year 2022-23 costs. Effective July 1, 2023, the costs set forth in Exhibit E-4 to the Agreement shall no longer be operative hereunder.

3. Subsequent Adjustment to Third Amendment Costs.

a. To ensure that all costs of this Third Amendment are wholly consistent with all costs as anticipated to be set forth in the Future Agreement, the Parties further agree that the costs as set forth in Exhibit E-5 hereto shall be subject to a proportionate adjustment to costs agreed to in the Future Agreement (including any true-up provision set forth in such Future Agreement, if any). This adjustment shall be payable by the overpaid or underpaying Party, as appropriate, and shall be payable for the period commencing on July 1, 2023 until termination of the Extended Term. In the event that the costs agreed to in the Future Agreement are lower than the costs set forth in Exhibit E-5, the County shall provide a credit to the City in an amount equal to the difference in cost, in equal monthly installments over the remainder of FY 23/24, credited at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement until the credit is exhausted. In the event that the costs agreed to in the Future Agreement are higher than the costs set forth in Exhibit E-5, the City shall pay the County the difference in cost in equal monthly installments over the remainder of FY 23/24, payable at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement. For the avoidance of doubt, and by way of example only, if the FY 23/24 costs agreed to in the Future Agreement represent a total 7% increase over the FY 22/23 costs, then the COUNTY shall provide the CITY a proportionate credit to the costs charged under this Third Amendment of 0.4% to be applied against the FY 23/24 costs, as set forth in the Future Agreement (including as to any true-up provision therein).

b. Notwithstanding the foregoing, in the event that the Parties do not enter into a Future Agreement prior to the termination of the Extended Term, the Parties agree to negotiate in good faith regarding the FY 23/24 costs incurred during the Extended Term. In the event the Parties reach an impasse after a 30-day period after termination of the Extended Term (“Subsequent Adjustment Dispute”), the Parties shall engage a mutually agreeable mediator to assist in non-binding resolution of the Subsequent Adjustment Dispute. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. In the event that the non-binding resolution of the Subsequent Adjustment Dispute is unsuccessful, each party reserves its right to pursue any and all available remedies.

4. 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 the Future Agreement.

### **III. General Provisions.**

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

2. Counterparts. This Third 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 Third Amendment represents the entire understanding of the Parties with respect to the FY 23/24 Contract Costs. This Third Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 23/24 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 Third Amendment, all other provisions of the Agreement not in conflict with the terms of this Third Amendment shall remain in full force and effect.

5. Severability. If any provision of this Third 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 Third 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 Third Amendment.

**{Signatures to Follow}**

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

**CITY OF BUELLTON**

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
DAVE KING  
MAYOR OF BUELLTON

By: \_\_\_\_\_  
DAS WILLIAMS  
CHAIR, BOARD OF SUPERVISORS

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

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

ATTEST:  
CITY CLERK  
LINDA REID

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD


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

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

APPROVED AS TO FORM:  
GREGORY M. MURPHY  
CITY ATTORNEY

APPROVED AS TO FORM  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

By:   
Rana Warren (May 25, 2023 17:10 PDT)


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:   
Bill Brown (May 25, 2023 17:58 PDT)

**Exhibit 1**

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**Exhibit E-5 Extended Term Cost Computation**














# Buellton - Third Amendment to Agreement


Final Audit Report


2023-05-26

Created:	2023-05-25
By:	John Maxwell (jdm3098@sbsheriff.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAawI7bhyLQaeZHOiBX6ev9EdJr04swv-XR


## "Buellton - Third Amendment to Agreement" History

-  Document created by John Maxwell (jdm3098@sbsheriff.org)  
2023-05-25 - 11:53:28 PM GMT
-  Document emailed to Rana Warren (rgwarren@countyofsb.org) for signature  
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-  Document emailed to auditor@countyofsb.org for signature  
2023-05-26 - 0:06:31 AM GMT
-  Document emailed to Greg Milligan (gmilligan@countyofsb.org) for signature  
2023-05-26 - 0:06:31 AM GMT
-  Document emailed to wfb4029@sbsheriff.org for signature  
2023-05-26 - 0:06:31 AM GMT
-  Email viewed by Rana Warren (rgwarren@countyofsb.org)  
2023-05-26 - 0:10:09 AM GMT
-  Document e-signed by Rana Warren (rgwarren@countyofsb.org)  
Signature Date: 2023-05-26 - 0:10:32 AM GMT - Time Source: server
-  Email viewed by wfb4029@sbsheriff.org  
2023-05-26 - 0:58:20 AM GMT
-  Signer wfb4029@sbsheriff.org entered name at signing as Bill Brown  
2023-05-26 - 0:58:48 AM GMT
-  Document e-signed by Bill Brown (wfb4029@sbsheriff.org)  
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-  Email viewed by auditor@countyofsb.org  
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 Document signing delegated to Ed Price (eprice@countyofsb.org) by auditor@countyofsb.org  
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Signature Date: 2023-05-26 - 4:08:54 PM GMT - Time Source: server

 Agreement completed.  
2023-05-26 - 4:08:54 PM GMT



**AMENDMENT NO. 3  
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT  
BETWEEN THE CITY OF CARPINTERIA  
AND  
THE COUNTY OF SANTA BARBARA**

This Amendment No. 3 (“Third Amendment”) to the Contract Law Enforcement Services Agreement (“Original Agreement”) is effective as of the 1st day of July 2023, (“Effective Date”) by and between the City of Carpinteria (“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 (as hereinafter defined) sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Original Agreement is from July 1, 2019 through June 30, 2023 (“Existing Termination Date”), and only includes costs accrued and invoiced within this period.
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**{Signatures to Follow}**

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

**CITY OF CARPINTERIA**

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
AL CLARK  
MAYOR OF CARPINTERIA

By: \_\_\_\_\_  
DAS WILLIAMS  
CHAIR, BOARD OF SUPERVISORS

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

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

ATTEST:  
CITY CLERK  
BRIAN BARRETT

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD


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

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

APPROVED AS TO FORM:  
JENA SHOAF ACOS  
CITY ATTORNEY

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

By:   
Rana Warren (May 25, 2023 17:11 PDT)


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:   
Bill Brown (May 25, 2023 17:58 PDT)

**Exhibit 1**

---

**Exhibit E-5 Extended Term Cost Computation**

Exhibit E-5  
Extended Term Cost Computation

**Carpinteria**

<b>DSU Summary - Contract Cost</b>	<b>Hours Purchased</b>	<b>17,520</b>
<hr/>		
<b>Patrol Costs</b>	<b>Hourly Rate</b>	<b>Total Contract Cost</b>
<b>Total Patrol Cost</b>	<b>175.81</b>	<b>3,080,191</b>
<hr/>		
<b>Law Enforcement Support Costs (includes S&amp;B, Indirect, and S&amp;S Costs)</b>		
<b>Total Law Enforcement Support</b>	<b>48.33</b>	<b>846,742</b>
<hr/>		
<b>Hourly Contract Rate</b>	<b>224.14</b>	<b>3,926,933</b>
Menu Items		311,293
Dispatch		208,680
DSU Admin		35,699
<b>Total Contract FY 20-21 Actuals</b>		<b>4,482,604</b>
<hr/>		
Inflation - 2 years @	3.0%	272,991
Applied True-up for FY 2020-2021		522,382
<b>Total Contract FY 22-23 Estimate</b>		<b>5,277,977</b>
<hr/>		
<b>Negotiated Reduction Negotiated</b>		<b>220,996</b>
<b>Contract Total FY 22-23 (E-4)</b>		<b>5,056,981</b>
<hr/>		
<b>Extended Term Cost Computation</b>		
(7.4% increase over E-4, per Amendment No. 3)		<b>5,431,198</b>
<hr/>		
<b>Extended Term Monthly Payment</b>		<b>452,600</b>












# Carpinteria - Third Amendment to Agreement


Final Audit Report


2023-05-26

Created:	2023-05-26
By:	John Maxwell (jdm3098@sbsheriff.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3nwL0nMNer7jQteKSurg6Zhcd-F1fkX8


## "Carpinteria - Third Amendment to Agreement" History

-  Document created by John Maxwell (jdm3098@sbsheriff.org)  
2023-05-26 - 0:00:05 AM GMT
-  Document emailed to Rana Warren (rgwarren@countyofsb.org) for signature  
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-  Document emailed to Greg Milligan (gmilligan@countyofsb.org) for signature  
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-  Document emailed to auditor@countyofsb.org for signature  
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-  Document emailed to wfb4029@sbsheriff.org for signature  
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-  Email viewed by Rana Warren (rgwarren@countyofsb.org)  
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-  Document e-signed by Rana Warren (rgwarren@countyofsb.org)  
Signature Date: 2023-05-26 - 0:11:43 AM GMT - Time Source: server
-  Email viewed by wfb4029@sbsheriff.org  
2023-05-26 - 0:57:22 AM GMT
-  Signer wfb4029@sbsheriff.org entered name at signing as Bill Brown  
2023-05-26 - 0:58:08 AM GMT
-  Document e-signed by Bill Brown (wfb4029@sbsheriff.org)  
Signature Date: 2023-05-26 - 0:58:10 AM GMT - Time Source: server
-  Email viewed by auditor@countyofsb.org  
2023-05-26 - 1:45:09 AM GMT


 Document signing delegated to Ed Price (eprice@countyofsb.org) by auditor@countyofsb.org  
2023-05-26 - 1:48:21 AM GMT


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 Email viewed by Greg Milligan (gmilligan@countyofsb.org)  
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 Document e-signed by Greg Milligan (gmilligan@countyofsb.org)  
Signature Date: 2023-05-26 - 4:09:47 PM GMT - Time Source: server

 Agreement completed.  
2023-05-26 - 4:09:47 PM GMT



**AMENDMENT NO. 3  
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BETWEEN THE CITY OF GOLETA  
AND  
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**{Signatures to Follow}**

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**CITY OF GOLETA**

By: \_\_\_\_\_  
PAULA PEROTTE  
MAYOR OF GOLETA

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

ATTEST:  
CITY CLERK  
DEBORAH LOPEZ

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

APPROVED AS TO FORM:  
MEGAN K. GARIBALDI  
CITY ATTORNEY

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

**COUNTY OF SANTA BARBARA**


By: \_\_\_\_\_  
DAS WILLIAMS  
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:   
Rana Warren (May 25, 2023 17:10 PDT)


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:   
Bill Brown (May 25, 2023 17:56 PDT)

**Exhibit 1**

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**Exhibit E-5 Extended Term Cost Computation**

Exhibit E-5  
Extended Term Cost Computation

**Goleta**

<b>DSU Summary - Contract Cost</b>	<b>Hours Purchased</b>	<b>26,280</b>
<b>Patrol Costs</b>	<b>Hourly Rate</b>	<b>Total Contract Cost</b>
<b>Total Patrol Cost</b>	<b>175.81</b>	<b>4,620,287</b>
<b>Law Enforcement Support Costs (includes S&amp;B, Indirect, and S&amp;S Costs)</b>		
<b>Total Law Enforcement Support</b>	<b>48.33</b>	<b>1,270,112</b>
<b>Hourly Contract Rate</b>	<b>224.14</b>	<b>5,890,399</b>
Menu Items		2,126,390
Dispatch		313,019
DSU Admin		69,912
<b>Total Contract FY 20-21 Actuals</b>		<b>8,399,720</b>
Inflation - 2 years @	3.0%	511,543
Applied True-up for FY 2020-2021		847,864
<b>Total Contract FY 22-23 Estimate</b>		<b>9,759,127</b>
<b>Negotiated Reduction Negotiated</b>		<b>259,786</b>
<b>Contract Total FY 22-23 (E-4)</b>		<b>9,499,341</b>
<b>Extended Term Cost Computation</b>		
(7.4% increase over E-4, per Amendment No. 3)		<b>10,202,292</b>
<b>Extended Term Monthly Payment</b>		<b>850,191</b>












# Goleta - Third Amendment to Agreement

Final Audit Report

2023-05-26


Created:	2023-05-26
By:	John Maxwell (jdm3098@sbsheriff.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgPnZZIYjxA4Qtpr2q0tstRXdLotWx8

## "Goleta - Third Amendment to Agreement" History

-  Document created by John Maxwell (jdm3098@sbsheriff.org)  
2023-05-26 - 0:01:27 AM GMT
-  Document emailed to Rana Warren (rgwarren@countyofsb.org) for signature  
2023-05-26 - 0:06:42 AM GMT
-  Document emailed to Greg Milligan (gmilligan@countyofsb.org) for signature  
2023-05-26 - 0:06:42 AM GMT
-  Document emailed to auditor@countyofsb.org for signature  
2023-05-26 - 0:06:42 AM GMT
-  Document emailed to wfb4029@sbsheriff.org for signature  
2023-05-26 - 0:06:42 AM GMT
-  Email viewed by Rana Warren (rgwarren@countyofsb.org)  
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-  Document e-signed by Rana Warren (rgwarren@countyofsb.org)  
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2023-05-26 - 0:54:38 AM GMT
-  Signer wfb4029@sbsheriff.org entered name at signing as Bill Brown  
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-  Document e-signed by Bill Brown (wfb4029@sbsheriff.org)  
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-  Email viewed by auditor@countyofsb.org  
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2023-05-26 - 1:49:03 AM GMT

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 Document e-signed by Ed Price (eprice@countyofsb.org)

Signature Date: 2023-05-26 - 1:52:28 AM GMT - Time Source: server

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 Agreement completed.

2023-05-26 - 4:10:26 PM GMT



**AMENDMENT NO. 3  
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT  
BETWEEN THE CITY OF SOLVANG  
AND  
THE COUNTY OF SANTA BARBARA**

This Amendment No. 3 (“Third Amendment”) to the Contract Law Enforcement Services Agreement (“Original Agreement”) is effective as of the 1st day of July 2023, (“Effective Date”) by and between the City of Solvang (“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 (as hereinafter defined) sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Original Agreement is from July 1, 2019 through June 30, 2023 (“Existing Termination Date”), and only includes costs accrued and invoiced within this period.
- B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Original Agreement (“First Amendment”), and effective July 1, 2022, the Parties executed Amendment No. 2 to the Original Agreement, as amended by the First Amendment (“Second Amendment”), each of which remains in full force and effect. All references to “Agreement” herein include the provisions of the Original Agreement and First and Second Amendments, respectively.
- C. In November of 2022, the Parties commenced negotiations for a new agreement for law enforcement services (“Future Agreement”), effective upon an unknown date for an unknown term with an unknown cost model. Such negotiations remain ongoing. As a result, given the Existing Termination Date and that the terms of the Future Agreement are not yet resolved, the Parties hereby agree to enter into this Third Amendment for purposes of extending the Agreement to allow the Parties to continue their efforts to negotiate a Future Agreement without a lapse in law enforcement services to the CITY, during this Extended Term. The Parties agree to continue Future Agreement negotiations as expeditiously as possible.
- D. This Third Amendment has no bearing, effect, or impact—and does not reflect any other agreement among the Parties—on or relating to any ongoing or future negotiation of any future agreement (including the Future Agreement) between the Parties for law enforcement services.

**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. Term of Agreement. Pursuant to Section 4(b) of the Agreement, the term of this Agreement shall be extended to terminate upon the earlier of the following occurrences: (i) 11:59 p.m. on September 29, 2023; or (ii) the effectiveness of the fully executed Future Agreement, as stated therein (either, the “Extended Term”).

2. Exhibit E-5. “Exhibit E-5 Extended Term Cost Computation”, attached hereto as Exhibit 1, is hereby added to and made a part of the Agreement. The costs set forth in Exhibit E-5 reflect a 7.4% increase over Fiscal Year 2022-23 costs. Effective July 1, 2023, the costs set forth in Exhibit E-4 shall no longer be operative under this Agreement.

3. Subsequent Adjustment to Third Amendment Costs.

a. To ensure that all costs of this Third Amendment are wholly consistent with all costs as anticipated to be set forth in the Future Agreement, the Parties further agree that the costs as set forth in Exhibit E-5 hereto shall be subject to a proportionate adjustment to costs agreed to in the Future Agreement (including any true-up provision set forth in such Future Agreement, if any). This adjustment shall be payable by the overpaid or underpaying Party, as appropriate, and shall be payable for the period commencing on July 1, 2023 until termination of the Extended Term. In the event that the costs agreed to in the Future Agreement are lower than the costs set forth in Exhibit E-5, the County shall provide a credit to the City in an amount equal to the difference in cost, in equal monthly installments, credited at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement until the credit is exhausted. In the event that the costs agreed to in the Future Agreement are higher than the costs set forth in Exhibit E-5, the City shall pay the County the difference in cost in equal monthly installments, payable at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement. For the avoidance of doubt, and by way of example only, if the FY 23/24 costs agreed to in the Future Agreement represent a total 7% increase over the FY 22/23 costs, then the COUNTY shall provide the CITY a proportionate credit to the costs charged under this Third Amendment of 0.4% to be applied against the FY 23/24 costs, as set forth in the Future Agreement (including as to any true-up provision therein).

b. Notwithstanding the foregoing, in the event that the Parties do not enter into a Future Agreement prior to the termination of the Extended Term, the Parties agree to negotiate in good faith regarding the FY 23/24 costs incurred during the Extended Term. In the event the Parties reach an impasse after a 30-day period after termination of the Extended Term (“Subsequent Adjustment Dispute”), the Parties shall engage a mutually agreeable mediator to assist in non-binding resolution of the Subsequent Adjustment Dispute. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. In the event that the non-binding resolution of the Subsequent Adjustment Dispute is unsuccessful, each party reserves its right to pursue any and all available remedies.

4. 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 the Future Agreement.

### **III. General Provisions.**

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

2. Counterparts. This Third 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 Third Amendment represents the entire understanding of the Parties with respect to the FY 23/24 Contract Costs. This Third Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 23/24 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 Third Amendment, all other provisions of the Agreement not in conflict with the terms of this Third Amendment shall remain in full force and effect.

5. Severability. If any provision of this Third 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 Third 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 Third Amendment.

**{Signatures to Follow}**

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

**CITY OF SOLVANG**

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
MARK INFANTI  
MAYOR OF SOLVANG

By: \_\_\_\_\_  
DAS WILLIAMS  
CHAIR, BOARD OF SUPERVISORS

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

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

ATTEST:  
CITY CLERK  
ANNAMARIE PORTER

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD


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

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

APPROVED AS TO FORM:  
DAVE FLEISHMAN  
CITY ATTORNEY

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

By:   
Rana Warren (May 25, 2023 17:11 PDT)

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:   
Bill Brown (May 25, 2023 17:57 PDT)

**Exhibit 1**

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**Exhibit E-5 Extended Term Cost Computation**

Exhibit E-5  
Extended Term Cost Computation

**Solvang**

<b>DSU Summary - Contract Cost</b>	<b>Hours Purchased</b>	<b>8,760</b>
<hr/>		
<b>Patrol Costs</b>	<b>Hourly Rate</b>	<b>Total Contract Cost</b>
<b>Total Patrol Cost</b>	<b>175.81</b>	<b>1,540,096</b>
<hr/>		
<b>Law Enforcement Support Costs (includes S&amp;B, Indirect, and S&amp;S Costs)</b>		
<b>Total Law Enforcement Support</b>	<b>48.33</b>	<b>423,371</b>
<hr/>		
<b>Hourly Contract Rate</b>	<b>224.14</b>	<b>1,963,466</b>
<hr/>		
Menu Items		-
Dispatch		104,340
DSU Admin		16,166
<b>Total Contract FY 20-21 Actuals</b>		<b>2,083,973</b>
<hr/>		
Inflation - 2 years @	3.0%	126,914
Applied True-up for FY 2020-2021		257,789
<b>Total Contract FY 22-23 Estimate</b>		<b>2,468,676</b>
<hr/>		
<b>Negotiated Reduction Negotiated</b>		<b>152,569</b>
<b>Contract Total FY 22-23 (E-4)</b>		<b>2,316,107</b>
<hr/>		
<b>Extended Term Cost Computation</b>		
(7.4% increase over E-4, per Amendment No. 3)		<b>2,487,499</b>
<hr/>		
<b>Extended Term Monthly Payment</b>		<b>207,292</b>












# Solang - Third Amendment to Agreement


Final Audit Report


2023-05-26

Created:	2023-05-26
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-  Document emailed to Rana Warren (rgwarren@countyofsb.org) for signature  
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-  Signer wfb4029@sbsheriff.org entered name at signing as Bill Brown  
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-  Document e-signed by Bill Brown (wfb4029@sbsheriff.org)  
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