

**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.

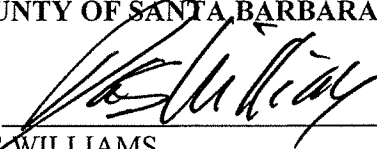
{Signatures to Follow}

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

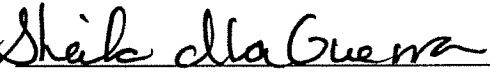
Date: _____

Date: 6-6-23

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

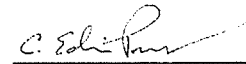
By: _____

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

Exhibit E-5 Extended Term Cost Computation

Exhibit E-5
Extended Term Cost Computation

Buellton

DSU Summary - Contract Cost Hours Purchased 8,760

Patrol Costs	Hourly Rate	Total Contract Cost
Total Patrol Cost	175.81	1,540,096
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
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 FY 20-21 Actuals		2,370,489
Inflation - 2 years @	3.0%	144,363
Applied True-up for FY 2020-2021		246,481
Total Contract FY 22-23 Estimate		2,761,333
Negotiated Reduction Negotiated		83,762
Contract Total FY 22-23 (E-4)		2,677,571
Extended Term Cost Computation (7.4% increase over E-4, per Amendment No. 3)		2,875,711
Extended Term Monthly Payment		239,643

**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.
- 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:

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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.

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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.

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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.

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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.

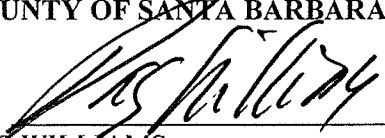
{Signatures to Follow}

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

CITY OF CARPINTERIA

COUNTY OF SANTA BARBARA

By: _____
AL CLARK
MAYOR OF CARPINTERIA

By: 
DA8 WILLIAMS
CHAIR, BOARD OF SUPERVISORS

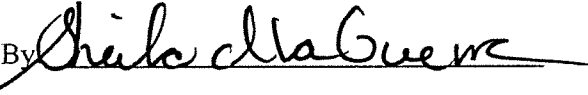
Date: _____

Date: 6-6-23

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

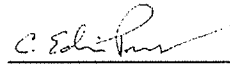
By: _____

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

DSU Summary - Contract Cost Hours Purchased 17,520

Patrol Costs	Hourly Rate	Total Contract Cost
Total Patrol Cost	175.81	3,080,191

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

Total Law Enforcement Support	48.33	846,742
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Hourly Contract Rate	224.14	3,926,933
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Menu Items		311,293
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Dispatch		208,680
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DSU Admin		35,699
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Total Contract FY 20-21 Actuals		4,482,604
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Inflation - 2 years @	3.0%	272,991
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Applied True-up for FY 2020-2021		522,382
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Total Contract FY 22-23 Estimate		5,277,977
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Negotiated Reduction Negotiated		220,996
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Contract Total FY 22-23 (E-4)		5,056,981
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Extended Term Cost Computation (7.4% increase over E-4, per Amendment No. 3)		5,431,198
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Extended Term Monthly Payment		452,600
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**AMENDMENT NO. 3
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
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 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 (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.
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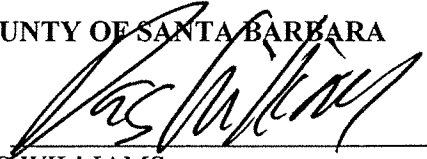
{Signatures to Follow}

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

CITY OF GOLETA

COUNTY OF SANTA BARBARA

By: _____
PAULA PEROTTE
MAYOR OF GOLETA

By:  _____
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

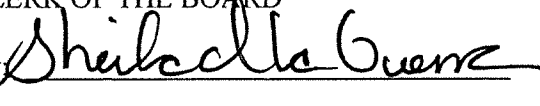
Date: _____

Date: 6-6-23 _____

ATTEST:
CITY CLERK
DEBORAH LOPEZ

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD


By: _____

By:  _____


APPROVED AS TO FORM:
MEGAN K. GARIBALDI
CITY ATTORNEY

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

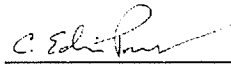
By: _____

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 17:56 PDT)

Exhibit 1

Exhibit E-5 Extended Term Cost Computation

Exhibit E-5
Extended Term Cost Computation

Goleta

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

**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

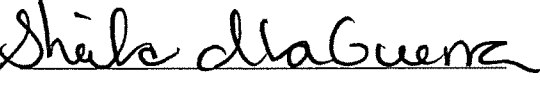
Date: _____

Date: 6-6-23

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

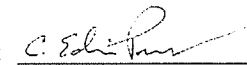
By: _____

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

Exhibit E-5 Extended Term Cost Computation

Exhibit E-5
Extended Term Cost Computation

Solvang

DSU Summary - Contract Cost	Hours Purchased	8,760
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Patrol Costs	Hourly Rate	Total Contract Cost
Total Patrol Cost	175.81	1,540,096

Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
Total Law Enforcement Support	48.33	423,371

Hourly Contract Rate	224.14	1,963,466
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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 FY 22-23 Estimate		2,468,676

Negotiated Reduction Negotiated		152,569
Contract Total FY 22-23 (E-4)		2,316,107

Extended Term Cost Computation		
(7.4% increase over E-4, per Amendment No. 3)		2,487,499

Extended Term Monthly Payment		207,292
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