

# Attachment: A

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 LOMPOC UNIFIED SCHOOL DISTRICT, having its principal place of business at 1301 North A Street, Lompoc, CA 93436 (hereafter DISTRICT) wherein COUNTY agrees to provide and the DISTRICT agrees to accept and pay for the services specified herein.

**WHEREAS**, the DISTRICT 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 6502, the COUNTY, via its Board of Supervisors is willing to enter into a contract on behalf of the Sheriff, to provide supplemental law enforcement services to the DISTRICT in order to assist the DISTRICT in maintaining the safety and security of the specified DISTRICT campuses and promoting a healthy learning environment for its students.

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

**1. DESIGNATED REPRESENTATIVE.** Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Superintendent Trevor McDonald at phone number (805) 742-3300, is the authorized representative for the DISTRICT. 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: Hope Vasquez, Chief Financial Officer, Santa Barbara County Sheriff Office, 4434 Calle Real, Santa Barbara CA 93110

To DISTRICT: Trevor McDonald, Superintendent, Lompoc Unified School District, 1301 North A Street, Lompoc, CA 93436

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 DISTRICT in accordance with Exhibit A attached hereto and incorporated herein by reference.

**4. TERM.** COUNTY shall commence on January 8, 2018, and complete services on June 30, 2018 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 DISTRICT shall occur as a result of this contract.

**8. INDEMNIFICATION AND INSURANCE.** The DISTRICT shall agree to the indemnification and insurance provisions of Exhibit C, attached hereto and incorporated herein by reference.

**9. NONDISCRIMINATION.** COUNTY hereby notifies the DISTRICT 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 DISTRICT agrees to comply with said ordinance.

**10. NONEXCLUSIVE AGREEMENT.** The DISTRICT 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.

**11. ASSIGNMENT.** The DISTRICT 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.

**12. TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to DISTRICT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of the DISTRICT 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 DISTRICT as to the status of its performance.
- 2) For Cause. Should the DISTRICT 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 DISTRICT.



B. By DISTRICT. Should COUNTY fail to provide the DISTRICT all or any part of the services set forth in Exhibit A, the DISTRICT may, at the DISTRICT 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 DISTRICT 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.

**13. 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.

**14. 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.

**15. 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.

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

**17. 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.

**18. 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.

**19. 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.

**20. COMPLIANCE WITH LAW.** The DISTRICT 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 DISTRICT in any action or proceeding against the DISTRICT, whether COUNTY be a party thereto or not, that the DISTRICT has violated any such ordinance or statute, shall be conclusive of that fact as between the DISTRICT and COUNTY.

**21. 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 DISTRICT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the DISTRICT 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 LOMPOC 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.

ATTEST:  
Mona Miyasato  
Clerk of the Board

COUNTY OF SANTA BARBARA:

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

RECOMMENDED FOR APPROVAL:  
Sheriff Bill Brown  
Sheriff's Office

DISTRICT:  
LOMPOC UNIFIED SCHOOL DISTRICT

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

By: \_\_\_\_\_  
Trevor McDonald, Superintendent

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

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

APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

APPROVED AS TO ACCOUNTING FORM:  
Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

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

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

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

APPROVED AS TO FORM:  
Risk Management

By: \_\_\_\_\_  
Ray Aromatorio

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



## EXHIBIT A

### STATEMENT OF WORK

The COUNTY agrees to provide a Sheriff's Deputy Special Duty in the capacity and role of a School Resource Deputy (SRD) for the Lompoc Unified School District, focused on serving the following DISTRICT campuses.

1. Cabrillo High School, 4350 Constellation Road, Lompoc, California
2. Maple High School, 4010 Jupiter Avenue, Lompoc, California.

The COUNTY will afford the DISTRICT a reasonable opportunity to participate in the selection of COUNTY personnel that will be assigned to provide the SRD services to the DISTRICT. Insofar as it is both legal and consistent with COUNTY policies, the COUNTY will reasonably accommodate the DISTRICT's desire relating to the type and manner in which SRD services are provided to the DISTRICT.

The Sheriff's Office will assign a Deputy Sheriff S/D to perform SRD duties on behalf of LUSD between January 8, 2018, and June 10, 2018. The assigned SRD will work a 40-hour workweek during the LUSD 2018 Spring Semester, which consists of 99 school days, spread out over 21 weeks. The SRD will be scheduled to work during normal school hours, but may need to occasionally adjust his/her hours to meet the needs of the DISTRICT or the COUNTY. When the LUSD campuses served by the SRD are on a break that meets or exceeds one week in length (not including paid holidays), the SRD will be reassigned to perform countywide patrol duties and the DISTRICT will not be billed for the cost of the SRD during these timeframes. The DISTRICT further recognizes that the assigned SRD is afforded various forms of paid temporary short-term leave (including, but not limited to vacation, holidays, sick time and POST mandated training), and will not be present on the campuses when he/she utilizes these leaves, and that the COUNTY will not be providing backfill coverage of the SRD position during these periods of temporary/ short-term leave. With the exception of the aforementioned temporary/ short-term leaves, in the event the assigned SRD 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 DISTRICT understands the assigned SRD may, on occasion, be temporarily diverted from the school campuses as deemed necessary for law enforcement services in the immediate area, including but not limited to emergency calls for service. The DISTRICT will not be charged for the time the SRD spends attending to COUNTY law enforcement activities/ investigations that are not related to the SRD function.

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 costs for which the DISTRICT will be liable under this Agreement, the method of calculation to be used for the costs, and the billing and payment processes to be followed under this Agreement.

#### 1. Compensation.

- A. Initial Compensation. The compensation to be paid by the DISTRICT to the COUNTY for General Law Enforcement Services under this Agreement for the fiscal year beginning January 8, 2018 is described in subparagraph B below. The calculation 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 DISTRICT were calculated. As described within Exhibit B, Paragraph 2, subparagraph A, the DISTRICT will be billed for the actual hours (and resulting costs) of services provided to the DISTRICT by the COUNTY.

Estimated Maximum 2018 Spring Semester Hours	840
Fully loaded cost of SRD	\$188,603.00
Overhead (ICR)	12.81%
Effective Hourly Rate	\$102.2899
Estimated Maximum Semester Cost to District	<b>\$85,923.54</b>

- C. Overhead. DISTRICT will cover the portion of the Sheriff's Office indirect costs (ICR) and are included in the effective hourly rate in paragraph 1, subparagraph B above. DISTRICT will not be responsible for, nor will it be billed for the costs of any Countywide overhead. COUNTY shall not charge DISTRICT 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, District Attorney, Custody, or Coroner services.

#### 2. Compensation Procedure

- A. Payment Process. COUNTY shall invoice the DISTRICT on the first day of each month for an amount which represents actual cost of providing the services in this Agreement. The DISTRICT shall make full payment of this invoice no later than the 25<sup>th</sup> of the same month in which the Invoice was received. DISTRICT'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 COUNTY. If payment is not received by

the COUNTY within 30 days of the due date set forth herein, COUNTY may charge the DISTRICT 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, DISTRICT 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 DISTRICT 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. DISTRICT 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, DISTRICT shall be provided a written detailed summary of the cost differences arising from the changes to the COUNTY'S personnel costs. DISTRICT and COUNTY shall then meet as soon as possible, and shall make every reasonable effort to address the increased costs and their impact on DISTRICT'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

1. Indemnification by DISTRICT. DISTRICT 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 municipal ordinances that are later deemed or declared unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of DISTRICT, and DISTRICT'S officers, agents, elected officials and employees.

2. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold DISTRICT, and DISTRICT'S agents, officers, elected officials, and employees, 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 or state 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.

#### NO AGENCY

Except as otherwise specified herein, for the purposes of this section, the DISTRICT's shall not be deemed to be COUNTY's agent and COUNTY shall not be deemed to be the DISTRICT agent.

#### 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.

#### CONTINUING OBLIGATION

To the extent that COUNTY has agreed to indemnify, defend and hold harmless the DISTRICT, 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 the *DISTRICT* has agreed to

indemnify, defend and hold harmless COUNTY, 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.

## 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.

Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

1. 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.
2. Automobile Liability. Insurance covering any auto with policy limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. 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
4. 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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