



Contract # _____

CONTRACT TO PROVIDE SERVICES

THIS CONTRACT (hereafter Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Santa Ynez Band of Chumash Indians, a federally recognized Indian Tribe, having its principal place of business at 100 Via Juana Road, Santa Ynez, CA 93460 (hereafter TRIBE) wherein COUNTY agrees to provide and TRIBE agrees to accept the services of the Santa Barbara County Sheriff's Office (SHERIFF) specified herein.

WHEREAS, COUNTY and TRIBE desire to establish a mutually beneficial working relationship to enhance SHERIFF's law enforcement presence on the CHUMASH reservation; and,

WHEREAS, the TRIBE desires to support additional service from COUNTY and desires to enhance law enforcement presence and therefore have offered to pay the salary for one additional SHERIFF patrol deputy post position on the TRIBE'S reservation. The salary of this post position is exclusively provided by the goodwill of the TRIBE; and,

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

WHEREAS, pursuant to Government Code 54981.7, "A ... county may enter into a contract with an Indian tribe for the ... county to provide ... sheriff protection services for the Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands.;"

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

DESIGNATED REPRESENTATIVE: Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Contract for and on behalf of COUNTY. Mr. Vincent Armenta, Tribal Chairman, at phone (805) 688-7997, is the authorized representative for the TRIBE. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Bill Brown, Sheriff, Santa Barbara County Sheriff's Office, 4434 Calle Real,
Santa Barbara, CA 93110
To TRIBE: Mr. Vincent Armenta, Tribal Chairman, Santa Ynez Band of Chumash
Indians, P.O. Box 517, Santa Ynez, CA 93460

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.

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

TERM: COUNTY shall commence on July 1, 2014 and complete services on June 30, 2015, unless earlier terminated and shall automatically renew annually for a period not to exceed three years until written notice of non-renewal is given to the other party at least ninety (90) days prior to such renewal.

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

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

OWNERSHIP OF EQUIPMENT: COUNTY shall be the owner of all items incidental to the performance of this Contract other than any real property interest or office equipment located on the TRIBE's reservation. No transfer of ownership of equipment from COUNTY to the TRIBE shall occur as a result of this contract.

INSURANCE: The TRIBE and COUNTY shall agree to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

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

NONEXCLUSIVE CONTRACT: The TRIBE understands that this is not an exclusive Contract and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

ASSIGNMENT: Neither the TRIBE or COUNTY shall assign any of its rights nor transfer any of its obligations under this Contract 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.

TERMINATION:

A. Termination For Convenience: Either party may terminate this Contract upon ninety (90) days written notice to the other. Following notice of such termination, COUNTY shall promptly cease work and notify TRIBE as to the status of its performance.

B. Termination For Cause: Should either party default in the performance of this Contract or materially breach any of its provisions, the non-breaching party may, at the non-breaching party's sole option, terminate this Contract by written notice which shall be effective upon receipt by the breaching party.

Notwithstanding any other payment provision of this Contract, the TRIBE 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.

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.

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

REMEDIES NOT EXCLUSIVE: No remedy herein conferred upon or reserved to either party 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.

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

NO WAIVER OF DEFAULT: No delay or omission 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 Contract shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party.

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

SUCCESSORS AND ASSIGNS: All representations, covenants and warranties set forth in this Contract, 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.

COMPLIANCE WITH LAW: Both parties shall, at their sole cost and expense, comply with all applicable, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Contract.

CALIFORNIA LAW: Federal law and the laws of the State of California shall govern this Contract. Any litigation regarding this Contract 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. Nothing herein shall extend the jurisdiction of the State of California and/or the COUNTY over the TRIBE other than pursuant to PL 280.

EXECUTION OF COUNTERPARTS: This Contract 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.

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

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

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER

By: _____
Deputy

By: _____
Deputy

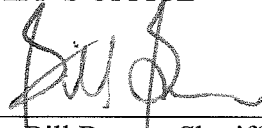
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO

By:  _____
Risk Manager

SHERIFF'S OFFICE

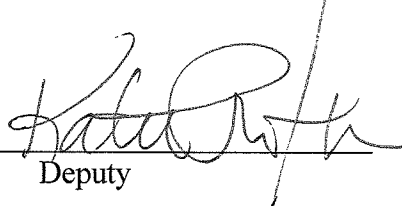
By:  _____
Bill Brown, Sheriff

CHUMASH:

Mr. Vincent Armenta
Tribal Chairman
Santa Ynez Band of Chumash Indians

By: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy