

**AMENDMENT NO. 1
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF CARPINTERIA
AND
THE COUNTY OF SANTA BARBARA**

This Amendment No. 1 (“First Amendment”) to the Contract Law Enforcement Services Agreement (“Agreement”) is effective as of this 1st day of July 2021, (“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 sets forth the terms and conditions under which COUNTY would provide law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.
- B. CITY submitted a notice of dispute (“Notice of Dispute”) on February 8, 2021, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the (i) calculation and amount of the annual cost computation (“Contract Costs”) for fiscal year (“FY”) 2021-2022 (“FY 21/22 Contract Costs”), and (ii) “true-up” costs (“True-Up Costs”) assessed in excess of the CITY’S base contract hours, as set forth in Exhibit A-1 to the Agreement, (“Base Contract Hours”) for FY 2020-2021 Contract Costs (“FY 20/21 Contract Costs”).
- C. With the exception of Section II.3 of this First Amendment (titled “Improved Data Reporting”), this First Amendment solely applies to FY 21/22 Contract Costs, FY 20/21 Contract Costs, and FY 19/20 True-Up Costs. This First Amendment has no bearing, effect, or impact, and does not reflect any agreement among the Parties, on FY 22/23 Contract Costs, the calculation or existence of FY 20/21 True-Up Costs, or on the negotiation of any future contract law enforcement services agreement between the Parties.
- D. Neither the CITY’S agreement to pay a portion of FY 19/20 True-Up Costs, nor anything else in this First Amendment, shall be interpreted to mean that the CITY agrees with the imposition, methodology, calculation, or amount of any previous or future True-Up Costs. Neither the COUNTY’S agreement to reduce a portion of the FY 19/20 True-Up Costs, agreement to the \$210.65 FY 21/22 hourly rate, nor anything else in this First Amendment, shall be interpreted to mean that the COUNTY agrees with use of such methodology, calculation, or amount when calculating or determining any future True-Up Costs or hourly rate.
- E. After several extended negotiation sessions, the Parties have come to an agreement on the following terms, which are set forth in more detail in the terms of this First Amendment.

- FY 21/22 Contract Costs. The Parties have come to an agreement as to the total amount of the FY 21/22 Contract Costs, which total \$4,582,326.00. This amount includes agreement on a 50% reduction in true-up costs for FY 19/20 (“FY 19/20 True-Up Costs”), an hourly rate of \$210.65, and two years of inflation at 3% per year and is further detailed in Exhibit E-3 attached hereto.
- Refund of Payment for Portion of FY 20/21 Contract Costs. The COUNTY agrees to withdraw its request for payment of FY 20/21 Contract Costs in excess of the CITY’S Base Contract Hours, which were invoiced in FY 20/21, and to credit the CITY in the amount of \$205,881.04.

F. The Parties desire to amend the Agreement to reflect the Parties’ agreement as to the terms set forth in Recital E above.

G. The Parties also intend to enter into good faith discussions beginning in August regarding negotiation of a new contract law enforcement services agreement for FY 23/24 and beyond and intend to begin negotiations no later than November 2021 for FY 22/23 Contract Costs.

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.

II. **Terms.** The Parties agree to the following amendments to the Agreement:

1. **Section 6.** Section 6 of the Agreement, titled “COMPENSATION OF COUNTY,” is hereby amended in full to read as follows:

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B and C** attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the Parties have agreed that the CITY’S total FY 21/22 Contract Costs will be \$4,582,326.00. The CITY’S agreed-upon FY 21/22 Contract Costs are further detailed in Exhibit E-3 “Annual Cost Computation Fiscal Year 2021-22.”

2. **Exhibit C.** “Exhibit C: Cost Model” of the Agreement is hereby replaced, superseded, and amended in full to read as attached hereto in Exhibit 2.

3. **Improved Data Reporting.** Beginning in FY 21/22, the COUNTY agrees to provide CITY with more detailed compliance data depicting use of law enforcement services within its jurisdiction. In addition to the compliance data, upon request by CITY, COUNTY shall provide narrative descriptions of call for service data and a chance for the CITY to meet to discuss the data and what it represents so that the CITY has a full understanding of the services being provided and charged to the CITY.

4. Exhibit E-3. “Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22,” attached hereto, is hereby added to and made a part of the Agreement. This Exhibit E-3 shall replace and supersede any preceding Exhibit E-3 to the Agreement.
5. No Precedent. Nothing herein shall be construed as precedent for applying or interpreting the provisions of Exhibit C on the negotiation of FY 22/23 Contract Costs or on any future contract law enforcement services agreement between the Parties. This First Amendment has no bearing, effect, or impact, and does not reflect any agreement among the Parties, on FY 22/23 Contract Costs, the calculation or existence of FY 20/21 True-Up Costs, or on the negotiation of any future contract law enforcement services agreement between the Parties.

III. General Provisions.

1. Authority to Bind. Each Party warrants that the individuals who have signed this First Amendment have the legal power, right and authority to agree to this First Amendment and bind each respective Party.
2. Counterparts. This First 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 First Amendment represents the entire understanding of the Parties with respect to the FY 21/22 Contract Costs, the FY 20/21 Contract Costs, the FY 19/20 True-Up Costs, and the “Improved Data Reporting” described in Section II.3 of this First Amendment. This First Amendment supersedes and cancels any prior oral or written understanding, promises or representatives with respect to those matters covered in this First Amendment, 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 First Amendment, all other provisions of the Agreement not in conflict with the terms of this First Amendment shall remain in full force and effect.
5. Severability. If any provision of this First 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 First 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 First Amendment.
7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators,

representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance pertaining to the FY 21/22 Contract Costs, FY 20/21 Contract Costs, and FY 19/20 True-Up Costs, including but not limited any claim encompassed by the CITY'S February 8, 2021 Notice of Dispute ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this First Amendment, and further understands that, despite any such discoveries, it will remain bound by this First Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this First Amendment, and further understands that, despite any such discoveries, it will remain bound by this First Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this First Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

[SIGNATURES ON NEXT PAGE]

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

CITY OF CARPINTERIA

COUNTY OF SANTA BARBARA

By: *Waide Nomura*
WAIDE NOMURA
MAYOR OF CARPINTERIA

By: *Bob Nelson*
BOB NELSON
CHAIR, BOARD OF SUPERVISORS

Date: August 10, 2021

Date: 8.31.2021

ATTEST:
BRIAN BARRETT
ACTING CITY CLERK

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Brian E. Barrett*

By: *Sheila Maguena*

APPROVED AS TO FORM:
JENA ACOS, ON BEHALF OF
BROWNSTEIN HYATT FARBER SCHRECK
ACTING AS CITY ATTORNEY

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Jena Acos*

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By: *Rana Warren*
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APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

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By: *Ray Aromatorio*
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APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

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By: *C. Ed Schaffer*
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APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: *Bill Brown* 8/18/21

Exhibit 2
to First Amendment

“EXHIBIT C: COST MODEL”

Exhibit C: Cost Model

I. Overview of Cost Model. Except as provided for in Sections II through IV of this Exhibit C, which terms supersede the terms set forth in this Section I, the Cost Model determines the cost of a Deputy Sheriff Service Unit based on the actual hourly cost of a Sheriff Deputy, which includes both direct and indirect costs of providing one hour of law enforcement services. This actual hourly cost is then multiplied by 8,760 hours in order to equate to the annual cost of one Deputy Sheriff Service Unit, as described in Exhibit A-1. The annual cost of one Deputy Sheriff Service Unit is then multiplied by the quantity of Deputy Sheriff Service Units purchased by CITY to determine the total annual cost for general law enforcement services to be included in the total Contract Costs for the applicable FY. The direct and indirect costs of providing one hour of law enforcement services are determined as follows:

- 1. Direct cost of a Sheriff Deputy.** This is the average actual hourly cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. The direct cost of a Sheriff Deputy excludes all costs of Sheriff functions which are made available to all portions of the County, such as custody and coroner, as well as all law enforcement programs and projects that are reimbursable from other sources.
- 2. Direct cost of support to a Sheriff Deputy.** This is the average actual hourly cost of salary and benefits paid to the employee classifications that provide direct support to a Sheriff Deputy for one hour of work. This includes the chain of command supervising and managing a Sheriff Deputy (Sergeants, Lieutenants, Commanders, Chief) as well as other direct support staff. The direct cost of support to a Sheriff Deputy also excludes the functions, programs and projects excluded from the direct cost of a Sheriff Deputy.
- 3. Anticipated salary and benefits increases.** The direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy are estimated for the next fiscal year based on the prior fiscal year's actual average costs. In order for these estimated costs for the next fiscal year to more closely match the actual average costs for the next fiscal year, the prior year actual average costs are adjusted for anticipated salary and benefit increases, such as negotiated cost of living increases and projected employer pension contribution changes. These adjustments help reduce the amount of any true-up required, as explained in 7. below, in order to match estimated costs billed to actual costs incurred.
- 4. Direct services and supplies and other charges.** This is the actual hourly cost per a Sheriff Deputy of direct services and supplies and other charges incurred for law enforcement. This includes equipment maintenance, vehicle fuel, training, motor pool charges, liability insurance, and various other law enforcement expenditures. This also excludes any expenditures for functions, programs and projects that are excluded from the direct cost of a Sheriff Deputy.
- 5. Indirect Cost of Support and Administration.** This is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for

determining indirect costs billable to cities excludes any costs that are general overhead costs of operation of the County government.

6. Public safety dispatch costs. This is the CITY'S proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. The CITY'S share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

7. True-up to actual cost. Because the cost model estimates the costs for next year based on the prior year actual costs, a comparison of what was estimated and billed for next year and what the costs actually are will be performed after the close of next year. The difference, whether positive (due to actual costs exceeding estimated costs) or negative (due to estimated costs exceeding actual costs), is then included in the costs estimated for two years later in order to true-up the estimated costs billed next year to the actual costs incurred.

8. Sheriff's Law Enforcement Contract Services Bureau. This is the CITY'S proportionate share of the Sheriff's Contract Law Enforcement Unit costs. The CITY'S share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

II. FY 21/22 Contract Costs. Notwithstanding Section I of this Exhibit C, the Parties have agreed that the CITY'S total FY 21/22 Contract Costs will be \$4,582,326.00. This agreed-upon amount reflects an hourly Deputy Sheriff Service Unit rate of \$210.65, two years of inflation at 3% per year, and is inclusive of a 50% (fifty percent) reduction in FY 19/20 True-Up Cost as discussed in Section III of this Exhibit C. The CITY'S agreed-upon FY 21/22 Contract Costs are further detailed in "Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22".

III. Calculation of FY 19/20 True-Up Costs. The Parties agree that calculation of FY 19/20 True-Up Costs shall be calculated based on a \$210.65 hourly Deputy Sheriff Service Unit rate. The Parties further agree that the CITY shall only be charged 50% (fifty percent) of the FY 19/20 True-Up Costs, which comes to a total of \$147,858.00.

IV. Calculation of FY 20/21 Contract Costs. The calculation of FY 20/21 Contract Costs shall be based on the CITY'S Base Contract Hours (17,520 hours) as set forth in Appendix A-1. Pursuant to the First Amendment, the COUNTY hereby withdraws its request for payment of FY 20/21 Contract Costs in excess of the CITY'S Base Contract Hours, which were invoiced in FY 20/21. The COUNTY further agrees to credit the CITY in the amount of \$205,881.04 for payments made by the CITY for hours in excess of the CITY'S Base Contract Hours. This credit is reflected on the CITY'S June invoice for FY 20/21 Contract Costs.

Exhibit 3
to First Amendment

“Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22”

Amended Exhibit E-3
Annual Cost Computation Fiscal Year 2021-22

Carpinteria

DSU Summary - Contract Cost **Hours Purchased** **17,520**

Patrol Costs	Hourly Rate	Total Contract Cost
<i>Deputy Costs</i>		
Deputy S&B Cost	92.13	1,614,118
Indirect Rate @ 8.59%	7.91	138,583
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Deputy S&B Cost</i>	<i>100.04</i>	<i>1,752,701</i>
<i>Patrol Support</i>		
ADMN OFFICE PRO I	0.12	2,102
ADMN OFFICE PRO II	3.62	63,422
ADMN OFFICE PRO II - EXH	-	-
ADMN OFFICE PRO SR	1.87	32,762
CUSTODIAN - EXH	-	-
SHERIFFS COMMANDER	3.93	68,854
SHERIFFS LIEUTENANT	5.01	87,775
SHERIFFS SERGEANT	25.81	452,191
SHERIFF'S SERVICE TECHNICIAN	1.03	18,046
Indirect Rate @ 8.59%	3.56	62,371
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
<i>Patrol Support S&B</i>	<i>44.95</i>	<i>787,524</i>
<i>Direct Patrol S&S</i>	<i>16.16</i>	<i>283,123</i>
<i>Direct Patrol S&S True-up</i>	<i>-</i>	<i>-</i>
Total Patrol Cost	161.15	2,823,348
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
<i>Investigations</i>		
General Investigations	30.09	527,177
SOD, Narcotics	5.44	95,309
SOD, Intelligence	2.49	43,625
SOD, High Tech Crime Unit	2.46	43,099
<i>Total Investigations</i>	<i>40.48</i>	<i>709,210</i>
Forensics	4.50	78,840
Crime Analysis Unit	1.11	19,447
Property & Evidence	3.41	59,743
True-Up Cost	-	-
Total Law Enforcement Support	49.50	867,240
Hourly Contract Rate	210.65	3,690,588
True Up		147,858
Menu Items		266,245
Dispatch		198,635
DSU Admin		24,443
Inflation		254,557
Total Contract		4,582,326

Carpinteria - Menu Items Detail FY 19-20 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
Community Resource Deputy	177,033	1,571	177,033	-
Total S&B	177,033	1,571	177,033	-
<i>Patrol Support</i>				
ADMN OFFICE PRO I	196.46		-	
ADMN OFFICE PRO II	5,732.48		-	
ADMN OFFICE PRO II - EXH	1.38		-	
ADMN OFFICE PRO SR	2,969.61		-	
CUSTODIAN - EXH	2.58		-	
SHERIFFS COMMANDER	6,236.83		-	
SHERIFFS LIEUTENANT	7,936.70		-	
SHERIFFS SERGEANT	40,913.83		-	
SHERIFF'S SERVICE TECHNICIAN	1,637.48		-	
S&S Cost	23,585		23,585	
Motor Credit			-	
Total Patrol Support	89,212		23,585	
Total Menu Costs	266,245	1,571	224,203	-