2010 COOPERATIVE AGREEMENT
FOR LAW ENFORCEMENT
BETWEEN COUNTY OF SANTA BARBARA
& UNIVERSITY OF CALIFORNIA, SANTA BARBARA

This 2010 COOPERATIVE AGREEMENT FOR LAW ENFORCEMENT ("Agreement") is entered into and effective as of the date last signed below, by and between the County of Santa Barbara and its Sheriff (hereinafter collectively known as "County"), and the University of California, Santa Barbara Campus ("UCSB" or "University"),

RECATIALS

WHEREAS, the County is a political subdivision of the State of California and UCSB is a corporate body as set forth in California Constitution Article IX, Section 9; and

WHEREAS, both Parties have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, UCSB is proposing a new 2010 Long Range Development Plan ("LRDP") which will accommodate additional on campus student headcount up to 25,000; and

WHEREAS, the growth in enrollment is expected to add to the need for law enforcement services in and near the UCSB campus; and

WHEREAS, County operates and maintains the Isla Vista Foot Patrol ("IVFP") Office, and UCSB operates its Police Department in quarters provided by UCSB, all within the geographical boundaries of the County; and

WHEREAS, County and UCSB desire to provide for the cooperative operation of those law enforcement programs and facilities described herein on the terms and conditions set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County, and UCSB agree as follows:

Article 1 LAW ENFORCEMENT STAFFING

1.1 The County and UCSB shall jointly staff the IVFP Office as set forth in this section. The job description for each position shall be as designated in the personnel employment office of each agency. Assignment of staff to the IVFP Office will be made by their respective Department’s assignment policy and procedure. Once transferred to the IVFP,
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individual assignments will be based on the policy established at the IVFP. Assignments shall
not violate any standing MOU in place by either respective agency and bargaining unit.

a. Current Staffing Levels and Baseline Commitments
   1. Sheriff’s Department Staffing

      As a baseline commitment, the Sheriff’s Department shall assign fifteen (15)
      personnel to the IVFP as follows:
      One (1) Sheriff’s Lieutenant
      Two (2) Sheriff’s Sergeants
      Two (2) Sheriff’s Senior Deputies
      Nine (9) Sheriff’s Deputies
      One (1) Sheriff’s Parking Enforcement Officer

      As a baseline commitment, the Sheriff’s Department shall assign 6.25 personnel
to support the IVFP as follows:
      0.25 FTE  Patrol Commander
      0.25 FTE  Investigations Lieutenant
      1.0 FTE  Investigations Sergeant
      2.75 FTE  Detectives: (1) Property Crimes, (1) Persons Crimes, (0.75)
               Narcotics/Intel
      0.75 FTE  Forensics Detective
      1.0 FTE  Gang Deputy
      0.25 FTE  Property Officer

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2. UCSB Police Department Staffing

As a baseline commitment, the UCSB shall assign seven (7) personnel to the IVFP as follows:
One (1) UCSB Police Sergeant
One (1) UCSB Police Corporal
Five (5) UCSB Police Officers

b. Future Staffing Commitments (LRDP)

1. UCSB shall increase the number of law enforcement personnel in order to maintain the present ratio of FTE officers to enrolled students. During levels of higher activity, generally occurring during nights and weekends, UCSB will temporarily assign .45% of an FTE of law enforcement personnel to the IVFP per 1,000 students of growth. These law enforcement personnel will remain under the command of the UCSB Police Chief. Assuming a projection of an additional 5,000 additional students as a result of buildout of the LRDP, this equates to 2.25 full time equivalent (FTE) law enforcement personnel. At full buildout, utilizing 1800 hours per year for the productive hours of FTE available, this equates to 4050 hours of short-term assignments per year. These short term assignments will be coordinated and scheduled jointly by the Santa Barbara County Sheriff’s Department and the UCSB Police Department at monthly operations meetings.

2. The additional hours for Foot Patrol staffing are for routine patrol operations. Staffing for planned special events (including but not limited to Halloween and Graduation), and Law Enforcement mutual aid provided during unplanned emergency events shall not be used to offset the hours necessary and provided for routine patrol operations.

3. UCSB shall maintain a baseline commitment to IVFP of seven UCSB Police officers available for regular duty without planned or known extended absences at all times. The County shall maintain a baseline commitment of
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21.25 Sheriff’s deputies to IVFP at all times, with 15 FTE deputies directly assigned to IVFP.

4. UCSB may satisfy its contribution to IVFP staffing by either (1) committing to provide UCSB Police officers and support personnel directly to IVFP, or (2) overtime for existing deputies, or (3) a combination of (1) and (2) provided that service levels are met as outlined above.

5. For the purpose of calculating the cost pursuant to 1.1.b.4 above, overtime costs for Deputy, Deputy II, and Sergeant will be calculated annually using 1.5 times the E-step hourly rate for each job class in effect July 1 of the Fiscal Year.

   c. The IVFP Office is an official station of the Santa Barbara County Sheriff’s Department and the UCSB Police Department. The IVFP will provide law enforcement services within the community 24 hours per day, seven days per week, year-round.

   d. The UCSB Police and Sheriff have developed and will work cooperatively to maintain an operational MOU to address operational issues such as scheduling and staffing at the IVFP. The Operational MOU shall be reviewed annually and updated as necessary.

Article 2 ENFORCEABILITY/EFFECT OF AGREEMENT; RENEGOTIATION OF TERMS

UCSB and County agree to take all necessary actions to ensure that the Agreement will be fully enforceable. In the event that UCSB’s 2010 LRDP does not become effective before June 30, 2014, the parties hereto shall meet in good faith to renegotiate any affected provisions of this agreement.

Article 3 GOOD-FAITH OBLIGATIONS

The County and UCSB agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be
necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. The County and UCSB also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement. Prior to commencement of any project identified or provided for in this Agreement, any necessary environmental review required by CEQA shall be completed.

Article 4 COMPREHENSION OF AGREEMENT

The County and UCSB represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 5 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 6 INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents,
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under or in connection with or arising out of any work, authority or jurisdiction delegated to such
other parties under this Agreement.

Article 7 AUTHORIZATION

The County and UCSB hereby represent and warrant that the execution, delivery, and
performance of this Agreement has been duly authorized by all necessary actions, and that the
individuals who execute this Agreement on each party’s behalf are duly authorized to do so.

Article 8 ENTIRE AGREEMENT

This Agreement, as to the matters set forth herein, constitutes the entire understanding
between the County, and UCSB. Any other terms, promises, provisions, obligations or agreements
by or between the parties shall be enforceable only as set forth in any other applicable written
agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each
party agrees that such remaining provisions shall be enforced to the maximum extent permissible
so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining
provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 9 EFFECTIVE DATE

This Agreement shall become effective upon full execution by the County, and UCSB,
which may occur in counterparts such that one or more signatures may appear on separate pages.
The signatures of counsel may be provided through facsimile transmission.

Article 10 AMENDMENT

Neither this Agreement, nor any term, provision or condition hereof may be amended,
and no obligation, duty or liability of any party hereto may be released, discharged or waived
except in a writing signed by each party hereto.

Article 11 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its
respective obligations under this Agreement without the prior written consent of all parties
hereto.
Article 12  **TIME IS OF THE ESSENCE**

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 13  **DEFAULT**

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 14  **REMEDIES**

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandative and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 15  **WAIVER**

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 16  **TERM**

The initial term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP or until June 30, 2015, if the 2010 LRDP has not been approved and certified by The Regents and the California Coastal Commission. After the initial term, this Agreement shall remain in effect on a year-to-year
basis until such time, if any, as one party serves on the other a 180-day Notice to Terminate this Agreement. 180 days after service of the Notice to Terminate provided for hereunder, this Agreement shall terminate and be of no further force and effect.

Article 17  SURVIVAL OF PROVISIONS

Those obligation of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 18  NOTICE TO PARTIES

Any and all notices required or permitted to be served by one party upon the other shall be directed to the following representatives of the Parties:

UCSB:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
5105 Cheadle Hall, University of California, Santa Barbara
Santa Barbara, CA 93106
Mail Code 2035

COUNTY:

County Executive Officer AND Santa Barbara County Sheriff's Office
105 East Anapamu Street, Room 406 4434 Calle Real
Santa Barbara, California 93101-2065 Santa Barbara, California 93110

IN WITNESS WHEREOF, County and UCSB have caused this Agreement to be executed as of the date last written below. [Signatures on next page]

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COUNTY OF SANTA BARBARA

By: ___________________________ Date: ___________________________
    Chair, Board of Supervisors

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: ___________________________
    Deputy

BILL BROWN,
SANTA BARBARA COUNTY SHERIFF

By: ___________________________
    Bill Brown

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: ___________________________
    Deputy County Counsel

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

By: ___________________________
    Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: ___________________________
    Risk Program Administrator

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: ___________________________ Date: 10/12/10
    Mark G. Yudof
    President
Approved as to form:
Counsel to the Regents

By: ___________________________ 10/15/10
    [Signature]

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