

**SCHOOL DISTRICT
LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA MARIA
AND
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

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**SCHOOL DISTRICT
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BY AND BETWEEN
THE CITY OF SANTA MARIA
AND
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

This School District Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this ____day of August, 2023, by and between the City of Santa Maria, hereinafter referred to as "City," and the Santa Maria Joint Union High School District, hereinafter referred to as "District."

RECITALS

- (a) Whereas, the Santa Maria Police Department, hereinafter referred to as "Police Department," operates a School Resource Officer Program which provides law enforcement services to school districts within the City of Santa Maria; and
- (b) Whereas, the District is desirous of contracting with the City for the performance of law enforcement services by the Police Department as described herein; and
- (c) Whereas, the City is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by the California Government Code Section 53060, and California Education Code Section 35160.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The City agrees, through the Police Department of the City of Santa Maria, to provide law enforcement services for the District to the extent and in the manner set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Police Department of the City of Santa Maria.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Police Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the City.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Police Department and the District.
- 2.3 With regard to sections 2.1 and 2.2 above, the Chief of Police, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Police Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. No District employees shall become employees of the City as a result of the performance of this Agreement.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every City officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a District function.
- 2.6 The District shall not be called upon to assume any liability for the direct payment of any Police Department salaries, wages, or other compensation to any City personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or indemnity

to any City employee or agent of the City for injury or sickness arising out of his/her performance of services under this Agreement.

- 2.7 Notwithstanding any other provision of this Agreement, the Chief of Police may, at any time, cancel the provision of supplemental law enforcement services if the Chief of Police concludes that the Department has insufficient available personnel to perform both the supplemental law enforcement services requested by the District and the Department's other duties as required by law. In such cases, the Department shall provide notice to the District as soon as reasonably practical.

3.0 DEPLOYMENT OF PERSONNEL

As requested by the District, law enforcement services under this Agreement may be performed by dedicated police personnel and/or dedicated supervisory personnel.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing law enforcement services, City shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the City to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a Police Department substation within the District or at District schools which would not normally be provided by the Police Department, the District shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such local office or building may be used by the Police Department in connection with the performance of its duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The District shall indemnify, defend, and hold harmless the City, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the District's acts and/or omissions arising from and/or relating to this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Chief of Police and shall terminate June 30, 2027, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.

7.2 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 For and in consideration of the rendition of the law enforcement services to be performed by the City for the District under this Agreement, the District shall pay the City for said services provided by City under the terms of this Agreement at

the then current, appropriate, and prevailing billing rates as established by the City of Santa Maria, as may be amended from time to time. Billing rates at the time of this Agreement are attached as Exhibit A

9.0 PAYMENT PROCEDURES

- 9.1 The City, through the Police Department, shall render to the District within thirty (30) calendar days after the close of each calendar quarter a summarized invoice which covers all services performed during said quarter, or such time periods as otherwise agreed to between the parties in writing. The District shall pay City for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the City office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the City is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the District shall provide the City with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the City office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the City may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the City without giving further notice to the District of the City's intention to do so.

10.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the City of Santa Maria City Council and the District. Notwithstanding, the Chief of Police or his designee shall be authorized to execute, on behalf of the City, those Amendments and/or supplemental agreements referenced in Sections, 8.2, and 9.3 of this Agreement.

11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

12.0 AUTHORIZATION WARRANTY

The District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.

13.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Santa Barbara.

14.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person

named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the City shall be addressed as follows:

City of Santa Maria Police Department
Attn: Business Services Manager
1111 W. Betteravia
Santa Maria, CA 93455

Notices to the District shall be addressed as follows:

Santa Maria Joint Union High School District
Attn: Antonio Garcia, Superintendent
2560 Skyway Drive
Santa Maria, CA 93455

15.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

16.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17.0 ENTIRE AGREEMENT

This Agreement, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

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BY AND BETWEEN
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AND
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

IN WITNESS WHEREOF, the City of Santa Maria City Council has caused this Agreement to be executed on its behalf by the Chief of Police of the City of Santa Maria and the District has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

Date: August ____, 2023

DISTRICT:

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

By _____
Antonio Garcia, Superintendent

Dated: Aug ____, 2023

CITY:

ATTEST:

CITY OF SANTA MARIA

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

Approved as to content:

Police Chief