

**SCHOOL DISTRICT SUPPLEMENTAL
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 SUPPLEMENTAL

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

This School District Supplemental 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 District is desirous of contracting with the City for the performance of supplemental law enforcement services by the Santa Maria Police Department, hereinafter referred to as "Police Department," to assist in providing safety, security, and order on or near school sites at regular or extracurricular school functions commensurate with the substantial problems and unusual needs presented by each function, including inter-scholastic athletic events, dances, and other school activities; and
- (b) Whereas, for the purpose of preserving public safety, the City is agreeable to rendering such services to the District, when staff is available at the City's discretion, in excess of the basic level of services customarily provided by the Police Department, if any, on the terms and conditions set forth in this Agreement; and
- (c) 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 supplemental law enforcement services to the District during regular and extracurricular school functions on or near District school sites on a per event basis, when, in the sole discretion of the Chief of Police, it is beneficial to the City to do so and will not interfere with City's staffing needs.

1.2 Except as otherwise specifically set forth in this Agreement, such supplemental law enforcement services shall only 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 Notwithstanding any other provision of this Agreement, the Chief of Police may, at any time, cancel the provision of supplemental law enforcement services for any school function 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.

2.5 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.

- 2.6 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.
- 2.7 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 employment as a contract employee of the District.

3.0 RESERVED

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing the requested supplemental law enforcement services, City shall furnish and supply all 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 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 RESERVED

8.0 BILLING RATES

8.1 For and in consideration of the rendition of the supplemental 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 overtime hourly billing rates established by the City of Santa Maria, as they may be amended from time to time. Rates as of the date of this Agreement are listed in 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, and the District shall pay City for all undisputed amounts within thirty (30) calendar days after date of said invoice.

- 9.2 If such payment is not delivered to the City, through the Police Department, which is described on said invoice, within thirty (30) 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 thirty (30) 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, through the Police Department, which is described on said invoice within thirty (30) 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 Section 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 St.
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, including Exhibit A, 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.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

By:

CITY OF SANTA MARIA

By:

APPROVED AS TO FORM:

Risk Manager

City Attorney's Office

EXHIBIT A

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

<u>OVERTIME CHARGES FOR SUPPLEMENTAL SERVICES</u>			
<u>2023-24 SCHOOL YEAR</u>			

<u>Service Units</u>	<u>Hourly OT Rate</u>	<u>Total Hours Required</u>	<u>Total Unit Cost</u>
Police Officer	\$ 127.60	N/A	
Total Estimated Cost (not to exceed)			

Approved:

Approved:

Police Chief

Date

Superintendent

Date