

CITY OF SAN LUIS OBISPO
AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This Agreement for Supplemental Law Enforcement Services (“Agreement”) is made and entered into effective _____, by and between the City of San Luis Obispo (“City”), through the San Luis Obispo Police Department (“SLOPD”), and _____ (“Organization”) (hereinafter collectively referred to as the “Parties”) as authorized by City Council pursuant to and in accordance with California Government Code section 53069.8.

WHEREAS, California Government Code section 53069.8 authorizes City Council to contract on behalf of the Chief of Police, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis, to private nonprofit corporations that are the recipients of federal, state, county, or local government low-income housing funds or grants to preserve the peace on an ongoing basis, to private entities at critical facilities on an occasional or ongoing basis, and to private schools, private colleges, or private universities on an occasional or ongoing basis; and

WHEREAS, On **XX**, pursuant to City Council Resolution No. 23-**XX**, City Council authorized the City, through SLOPD, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis, to private nonprofit corporations that are the recipients of federal, state, county, or local government low-income housing funds or grants to preserve the peace on an ongoing basis, to private entities at critical facilities on an occasional or ongoing basis, and to private schools, private colleges, or private universities on an occasional or ongoing basis; and

WHEREAS, Organization has submitted a request to City for supplemental law enforcement services, which has been accepted by City on the terms provided in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and covenants set forth in this Agreement, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall be from the effective date of this Agreement, as provided above, for one (1) year. Organization may, with the approval of SLOPD, renew this Agreement for subsequent one-year terms.
2. **EXHIBITS.** The City will provide fully reimbursable supplemental law enforcement services to Organization on the terms set forth in this Agreement and Exhibit A. Organization and City will execute an Officer/Vehicle Request Form for Supplemental Law Enforcement Services, substantially in the form of Exhibit B, for each event for which the City will provide supplemental law enforcement services. Exhibits A and B are incorporated herein by reference.

3. **PAYMENT.** Organization shall pay City for all services and vehicles provided for a Contracted Event within thirty (30) calendar days from the date of the invoice issued by City to Organization for the services and vehicles provided for the Event.
4. **INSURANCE.** Without limiting Organization's indemnification of City and City Indemnitees as provided in the Indemnification section of this Agreement, Organization shall obtain, provide, and maintain, at its own expense during the term of this Agreement, policies of insurance of the types and amounts satisfactory to City Risk Management and the City Attorney for the particular event involved as provided in Exhibit C attached hereto and incorporated herein by reference.
5. **INDEMNIFICATION.** To the fullest extent permitted by law, Organization shall defend, indemnify, and hold harmless City, and each of its elected officials, officers, employees, and agents ("City Indemnitees"), from and against any and all claims, causes of action, lawsuits, liabilities, obligations, judgments, or damages, including reasonable attorney fees and costs, of every kind or nature, arising out of or in any way related to the Contracted Event, the actions or failure to act of Organization related to the Contracted Event. In the event City or any City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from or related to the Contracted Event, or the actions or failure to act of Organization related to the Contracted Event, Organization shall provide a defense to City and City Indemnitees or, at City's option, reimburse the City and City Indemnitees their costs of defense, including reasonable attorney fees and other legal fees and costs, incurred in the defense of such action, lawsuit, or adversarial proceeding.
6. **TERMINATION.** Organization and the City each have the right to cancel this Agreement at any time, without future obligation or cost, upon providing a minimum of ten (10) days written notice to the other party. Organization shall pay City for all contracted law enforcement services provided by City to Organization prior to the effective date of termination.
7. **GOVERNING LAW AND VENUE.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to conflict of law provisions. The venue for any action or lawsuit brought with respect to any provision or provisions of this Agreement shall be in the appropriate court in the San Luis Obispo County, California.
8. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon written approval by City's Chief of Police.
9. **COMPLETE AGREEMENT.** This Agreement, including all Exhibits incorporated herein by reference, shall constitute the complete agreement between the Parties. Any and all prior negotiations, discussions, agreements, or understandings, whether written or oral, except as specifically provided in writing in this Agreement or the Exhibits incorporated herein by reference, are superseded and shall be of no force or effect.
10. **NOTICES.** All written notices to the Parties shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City:

Name:

Dept.:

Address:

Organization:

Name:

Title:

Address:

11. **AUTHORITY TO EXECUTE AGREEMENT.** City and Organization each covenant that each person executing this Agreement on behalf of that party is duly authorized and empowered to execute this Agreement on behalf of that party.

CITY OF SAN LUIS OBISPO:

ORGANIZATION:

By: _____
Rick Scott, Chief of Police

By: _____
Name:
Title:

By: _____
Derek Johnson, City Manager

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney

SAN LUIS OBISPO POLICE DEPARTMENT
Supplemental Law Enforcement Services Terms

1. DEFINITIONS

- a. "City" means the City of San Luis Obispo.
- b. "Contracted Event" means each event for which supplemental law enforcement services are provided by SLOPD.
- c. "Department" or "SLOPD" means the City of San Luis Obispo Police Department.
- d. "Officer" means a sworn member of the San Luis Obispo Police Department.
- e. "Organization" means the party contracting with the City for supplemental law enforcement services.

2. ORGANIZATION ROLES AND RESPONSIBILITIES

- a. Organization shall submit to SLOPD a completed Officer/Vehicle Request Form for Supplemental Law Enforcement Services for each Contracted Event for which Organization requests supplemental law enforcement services from SLOPD.
- b. Organization shall designate a Primary Contact Person for each Contracted Event and shall provide SLOPD with the Primary Contact Person's name, email address and cell phone number. The Primary Contact Person will be SLOPD's primary contact point with Organization and, except during an emergency, shall be available for contact by SLOPD at all times during a Contracted Event.
- c. Except in public safety situations or emergencies, as determined by SLOPD in its sole discretion, Organization shall be responsible for all crowd control, excluding individuals from the premises of a Contracted Event, and all enforcement of Organization's rules or disciplinary procedures. SLOPD Officers may stand by when Organization engages in crowd control or directs a person to leave the premises of a Contracted Event but will not become actively involved unless the situation elevates to a crime or a public safety concern. Organization acknowledges that police enforcement action, including citations and/or arrests, must be supported by probable cause and Officers must follow all applicable legal standards and all applicable SLOPD policies and directives when taking any enforcement action.
- d. Organization shall provide SLOPD with at least 12-hour advance notification to cancel the assignment of SLOPD Officers to a Contracted Event. When the required notice is not given, Organization shall pay the City the required minimum charge for each Assigned Officer.

- e. Any schedule change requested by Organization shall be coordinated with the SLOPD Event Coordinator and shall be made as soon as possible. SLOPD will attempt to reasonably accommodate requested schedule changes but reserves the right, for operational or other reasons as determined by SLOPD in its sole discretion, not to honor requests for schedule changes.
- f. If Organization requests additional Officers prior to a Contracted Event, Organization shall notify the SLOPD Event Coordinator. The City will make reasonable attempts to fulfill a request for additional Officers but retains sole discretion and authority over whether additional Officers will be assigned. If City approves a request for additional Officers, Organization shall be responsible for all additional costs incurred for additional Officers per the terms of this Agreement.

3. SLOPD ROLES AND RESPONSIBILITIES

- a. SLOPD shall designate an Event Coordinator for each Contracted Event and shall provide Organization with the Event Coordinator's name, email address and cell phone number. The Event Coordinator will be SLOPD's primary contact with Organization during a Contracted Event and, subject to operational demands of SLOPD, shall generally be available for contact by Organization at all times during a Contracted Event. Generally, the SLOPD Event Coordinator will be the SLOPD watch commander.
- b. SLOPD will determine, in its sole discretion, how many Officers and vehicles will be assigned to a Contracted Event if a request for contracted law enforcement services is accepted. The number of Officers and vehicles assigned are not a negotiable since SLOPD will base its assignment of Officers and vehicles on SLOPD's experience in providing law enforcement services, and on the staffing and operational needs of the Department. The assignment of Officers and vehicles, and other decisions regarding staffing, for a Contracted Event are in the sole discretion of SLOPD.
- c. As staffing allows, SLOPD will provide officers and vehicles as requested and agreed to in the Officer/Vehicle Request Form for Supplemental Law Enforcement Services submitted by Organization in connection with a specific Contracted Event. SLOPD may, in its sole discretion, cancel any or all contracted law enforcement services at any time due to unavailability of officers, emergencies, or the staffing needs of the Department. The assigned Event Coordinator may, on their own authority, terminate the assignment of officers to a Contracted Event in order to return officers to regular Department duties in the event of an emergency or other incident. If SLOPD cancels or reduces contracted law enforcement services for a Contracted Event, Organization shall only be responsible for payment for Officers and vehicles actually provided by SLOPD to the Contracted Event.
- d. The role of Officers assigned to a Contracted Event shall be to enforce laws and applicable City ordinances and code provisions and to engage in other law enforcement activities that are within the regular scope and course of an Officer's law enforcement duties. Assigned Officers shall perform law enforcement functions only under the direction and supervision of SLOPD in accordance with applicable legal standards and pursuant to SLOPD policies and directives. Assigned Officers shall not use their police authority to enforce Organization's rules or disciplinary procedures.

4. COSTS

- a. Organization shall pay City for each Officer assigned to a Contracted Event according to the Public Safety Labor Rates adopted by City Council. Each assigned police vehicle will be charged a flat rate of twenty-five dollars (\$25.00) per day.
- b. The current Public Safety Labor Rates adopted by City Council are attached to this Agreement. City reserves the right to adjust these rates, effective July 1 of each subsequent year. Any new rates adopted by the City are incorporated by reference into this Agreement. Organization agrees to pay any adjusted rates.

5. EXTENDED CONTRACT HOURS/ADDITIONAL OFFICERS OR VEHICLES

The contracted service hours for a Contracted Event may be extended, and/or additional Officers and/or vehicles provided, at the request of Organization, with the approval of the SLOPD Event Coordinator. Organization shall be responsible to pay all additional costs incurred for extended service hours and for any additional assigned Officers and/or vehicles provided per the terms of this Agreement.

6. GENERAL TERMS

- a. It is understood by the Parties that the Department and its police officers do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.
- b. Organization understands and agrees that SLOPD officers are encouraged by SLOPD and the City to actively seek positive ways to engage with the community. Officers shall not be placed in a position that is a threat to the status or dignity of SLOPD, the City, or the law enforcement profession, or, in the Officer's or SLOPD's opinion, is likely to introduce unnecessary tension with the community.
- c. No term or provision of this Agreement is intended to or shall create duties or obligations to, or rights in, any person or entity not a party this Agreement, or to affect the legal obligations or legal liability of either party by imposing any standard of care with respect to emergency services or other services that are different from the standard of care imposed by law.
- d. Assigned Officers, and any other City employees who perform services under this Agreement, shall be, and shall at all times remain, employees of the City only in the performance of services under this Agreement, and shall not be deemed to be employees or agents of Organization for any purpose.

**Officer/Vehicle Request Form for Contract Law Enforcement Services
City of San Luis Obispo Police Department**

Billing:

- A three-hour minimum applies to all contract requests.
- Vehicle requests must be for the length of the entire event or assignment.
- Services are billed for each additional half-hour or portion thereof.

EVENT ORGANIZER

Name of Requesting Organization:	
Address:	
City/State:	
Contact Person Name:	
Phone:	Email:

EVENT DETAILS

Type of Event:		
Location of Event:		
Date(s):	Start time:	End time:
Type of Duty Requested:		
Anticipated # of attendees, if applicable:	Alcohol served?	

REQUEST

Staffing Needs	Number of Officers Requested	Total Hours Requested	Hourly Billing Rate	Total
Police Officer(s)				
Police Vehicle(s) <i>(\$25 Flat Rate per day per vehicle)</i>				
THIS SECTION TO BE COMPLETED BY THE SAN LUIS OBISPO POLICE DEPARTMENT				
	Actual Number of Officers Worked	Actual Total Hours	Hourly Billing Rate	Total
Police Officer(s)				
Police Vehicle(s) <i>(\$25 Flat Rate per day per vehicle)</i>				
	Total Reimbursement Request:			

By signing below, you acknowledge and agree that you have received, read, and agree to abide and be bound by the Agreement for Supplemental Law Enforcement Services entered into between [ORGANIZATION] and the City of San Luis Obispo, attached and incorporated herein by reference. Completing this document neither guarantees that your request for officers will be filled, nor that a marked police vehicle will be provided. Your request will be reviewed by San Luis Obispo Police Department to determine whether supplemental law enforcement services will be authorized.

[NAME/TITLE]
[ORGANIZATION] Authorizing Signature

Date

[NAME/TITLE]
City of San Luis Obispo Authorizing Signature

Date

Exhibit C

Public Safety – Police Labor Rates
 Adopted by Council May 16, 2023

The Hourly Billing Rate will be used for reimbursement purposes.

PUBLIC SAFETY - POLICE LABOR RATES

Source: 01/05/2023 Salary Schedule

		Top Biweekly Salary	# of Pay Periods	Regular Annual * Salary	Paid Benefit Rate	Total Compensation	Productive Hours	Hourly Rate	Indirect Cost Rate		Hourly Billing Rate
									Citywide	** Program	
Operations											
Evidence Technician	POA-Non-Safety(Non-Shift)	\$ 4,949	26	\$128,682	50.02%	\$193,049	1,776	\$108.70	19.2%	29.4%	\$ 167.72
Lead Property and Evidence Technician	POA-Non-Safety(Non-Shift)	\$ 3,761	26	\$97,784	50.02%	\$146,696	1,776	\$82.60	19.2%	29.4%	\$ 127.45
Property and Evidence Technician	POA-Non-Safety(Non-Shift)	\$ 3,427	26	\$89,109	50.02%	\$133,681	1,776	\$75.27	19.2%	29.4%	\$ 116.14
Neighborhood Outreach Manager	MME	\$ 4,278	26	\$111,228	50.02%	\$166,864	1,776	\$93.96	19.2%	29.4%	\$ 144.97
Police Field Services Technician***	POA-Non-Safety(Non-Shift)	\$ 3,617	26	\$94,035	50.02%	\$141,071	1,776	\$79.43	19.2%	29.4%	\$ 122.56
Police Lieutenant (sworn)	PSOA Safety	\$ 6,348	26	\$165,048	91.61%	\$316,253	1,776	\$178.07	19.2%	29.4%	\$ 274.76
Police Officer (sworn)***	POA Safety	\$ 5,052	26	\$131,364	91.61%	\$251,711	1,776	\$141.73	19.2%	29.4%	\$ 218.68
Police Sergeant (sworn)	PSOA Safety	\$ 5,520	26	\$143,520	91.61%	\$275,003	1,776	\$154.84	19.2%	29.4%	\$ 238.92
Support											
Police Chief (sworn)	MME-Dept Head	\$ 9,712	26	\$252,512	91.61%	\$483,846	1,776	\$272.44	19.2%	0.0%	\$ 324.78
Police Captain (sworn)	PSOA Safety	\$ 7,300	26	\$189,800	91.61%	\$363,682	1,776	\$204.78	19.2%	0.0%	\$ 244.12
Communications Manager	PSOA Non-Safety	\$ 4,750	26	\$123,500	50.02%	\$185,275	1,776	\$104.32	19.2%	0.0%	\$ 124.36
Communications Supervisor	PSOA Non-Safety	\$ 4,130	26	\$107,380	50.02%	\$161,091	1,776	\$90.70	19.2%	0.0%	\$ 108.13
Communications Technician	POA-Non-Safety(Shift)	\$ 3,780	26	\$98,277	50.02%	\$147,435	1,776	\$83.02	19.2%	0.0%	\$ 98.97
Data Analyst	MME	\$ 3,767	26	\$97,942	49.63%	\$146,555	1,776	\$82.52	19.2%	0.0%	\$ 98.37
Records Clerk II ***	POA-Non-Safety(Non-Shift)	\$ 3,081	26	\$82,212	50.02%	\$123,334	1,776	\$69.44	19.2%	0.0%	\$ 82.79
Lead Records Clerk	POA-Non-Safety(Non-Shift)	\$ 3,427	26	\$89,109	50.02%	\$133,681	1,776	\$75.27	19.2%	0.0%	\$ 89.73
Records Supervisor	PSOA Non-Safety	\$ 3,647	26	\$94,822	50.02%	\$142,252	1,776	\$80.10	19.2%	0.0%	\$ 95.49
Senior Administrative Analyst	MME	\$ 4,155	26	\$108,030	49.63%	\$161,651	1,776	\$91.02	19.2%	0.0%	\$ 108.51
Administrative Analyst	MME	\$ 3,767	26	\$97,942	49.63%	\$146,555	1,776	\$82.52	19.2%	0.0%	\$ 98.37
Administrative Assistant III	SLOCEA	\$ 2,459	26	\$63,934	49.63%	\$95,668	1,776	\$53.87	19.2%	0.0%	\$ 64.22

** Program indirect costs are not allocated to support positions.

***POA- include 5.26% Education Incentive