BSSV10.02 ENG

LOMPOC Unified School District
Independent Contractor Services Agreement

Business Services
Office of Assistant Supt.

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("**Agreement**") is made and entered into, effective **July 13, 2026** (the "**Effective Date**"), by and between the Lompoc Unified School District ("District") the City of Lompoc, through its Police Department ("**Contractor**"). District and Contractor may be referred to herein individually as "party" or collectively as "parties."

1. **Contractor Services.** Contractor agrees to provide the District the services described in **Exhibit A**, attached hereto (collectively, the "**Services**").

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "**Contractor Parties**"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall be considered to have commenced on **July 13, 2026**, and shall terminate upon completion of the Services, but no later than **July 9, 2027** ("**Term**"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise (with the exception of the obligations under Section 7, which shall service termination of the Agreement), and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however, the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, either party may terminate this Agreement at any time by giving written notice to the other party if the non-terminating party materially breaches any of the terms of this Agreement, any act or omission on non-terminating party exposes the terminating party to potential liability or may cause an increase in the terminating party's insurance premiums, or the non-terminating party is adjudged bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed because of the non-terminating party's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rates stated in **Exhibit A** of this Agreement for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees ("**Fees**") paid by District to Contractor shall not exceed $165,024.00. District agrees to pay the Fees, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. Contractor may submit invoices on a monthly basis based on hours worked in the previous month.

6. **California Residency.** Contractor and the Contractor Parties shall be residents of the State of California.

7. **Indemnity.** Each party (individually, the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other party and its agents, officials, representatives, officers, consultants, employees (collectively, the "**Indemnified Party**"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to reasonable attorney fees and costs, including fees of consultants) of any kind, nature and description

(collectively, the "**Claims**") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the Indemnifying Party, or its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform the Indemnifying Party's obligations under this Agreement, including, but not limited to Indemnifying Party's use of the site, Indemnifying Party's performance of the Services, Indemnifying Party's breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property.

8. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "**Equipment**") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property due to faulty Equipment provided by Contractor or the Contractor Parties.

9. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("**Education Code**") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following (***Refer to Exhibit C.***):

    (a) ☐ Contractor and the Contractor Parties shall not interact with District students outside of the immediate supervision and control of a student's parent or guardian or a school employee during the Term of this Agreement.

    (b) ☒ The following Contractor and Contractor Parties will have contact with District students during the Term of this Agreement: (***Attach and sign additional pages as needed.***)

    See *Exhibit C*

    (c) ☐ (Required only if Box 12.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints re-veal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

    Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("**TB**") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below,

Contractor hereby represents and warrants to District the following (***Refer to Exhibit D***.)

(a) ☐ Contractor and Contractor Parties shall **no contact** with District students at all times during the Term of this Agreement.

(b) ☒ The following Contractor and Contractor Parties shall have **contact** with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: (***Attach and sign additional pages as needed.***)

See Exhibit D

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from infectious TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement 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 Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Barbara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by either party.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Limited Liability.** Notwithstanding anything stated herein to the contrary, neither party shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

22. **Time.** Time is of the essence to this Agreement.

23. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either party from any or further exercise of any right or remedy.

24. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

25. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

26. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

27. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

28. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

29. Contractor will comply with all current health directives applicable to LUSD Contractors consistent with state and county health and safety guidelines. The parties acknowledge that these requirements may change during the length of this agreement and District will inform Contractor of any such changes in writing.

District

Lompoc Unified School District
Name of District

Signature of District's Authorizer

Douglas Sorum
Printed Name (*First MI Last*)

Assistant Superintendent of Business Services
Title

Date Signed (*mm/dd/yy*)

Contractor

City of Lompoc
Name of Contractor

Signature of Contractor's Authorizer

Printed Name Date Signed (mm/dd/yy)

City Manager
Title

Signature of Chief of Police

Printed Name Date Signed (mm/dd/yy)

Address for District

1301 North A Street
Lompoc, CA 93436

Address for Contractor

100 Civic Center Plaza
Lompoc, CA 93436

Contact for District

805-742-3200
Telephone (*xxx-xxx-xxxx, ext. x*)
805-742-3321
Facsimile (*xxx-xxx-xxxx, ext. x*)
sorum.douglas@lusd.org
E-Mail

Contact for Contractor

805-736-1261
Telephone (*xxx-xxx-xxxx, ext. x*)

Facsimile (*xxx-xxx-xxxx, ext. x*)

E-Mail

Exhibit A

Proposal of Services
School Resource Officer (SRO) Program

Purpose

The Proposal of Services for the SRO program establishes the agreement of services between the City of Lompoc through its Police Department (City) and Lompoc Unified School District (LUSD) for the 2026-2027 school year from July 13, 2026 – July 9, 2027.

SRO Program General Provisions

The SRO will work in a proactive role with students and in conjunction with LUSD administration and officials to counsel and advise the LUSD on important student-police related issues and foster a safe learning environment through the presence of the SRO.

It is mutually agreed the City will provide a sworn law enforcement officer to act as the SRO. The officer is to serve as the SRO will be selected by the Chief of Police. The SRO will act first and foremost as a law enforcement officer. The SRO may be required to perform duties as LUSD officials designate within the parameters set forth in the SRO Program, as outlined below. Any conflicts and/or interpretation of the SRO's duties and responsibilities should be resolved jointly between the City and the LUSD pursuant to the terms outlined in this Agreement.

The SRO will remain an employee of the City with all rights, benefits, and privileges thereto. As the employer of the SRO, the City will provide workers' compensation insurance for the SRO. The City will pay the SRO's salary (including benefits). LUSD will reimburse the City the cost of employing the officer assigned as SRO, pursuant to the terms and conditions outlined in this Agreement.

The SRO will ordinarily be attired in police uniform; however, the City reserves the right to assign the SRO to work in plain clothes on a case-by-case basis. The SRO will work on the Lompoc High School (LHS) campus five (5) days a week, eight (8) hours a day, with a 45-minute lunch to be scheduled when LHS students are not on their lunch break. The principal of LHS will be responsible for maintaining the attendance of the officer assigned to their school. The SRO will coordinate activities with LUSD staff, and will seek permission, guidance and advice prior to enacting any program within the school. LUSD will allow LPD access to LUSD security cameras at LHS for use when investigating a school related crimes or incidents. While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

SRO Program Goals

A. To support a partnership between the City and LUSD to ensure a safe atmosphere for students and staff.
B. To develop greater understanding and bridge support between the Police and students.
C. To balance enforcement needs and create support and confidence.

SRO Assignment

A. The SRO will work as available on the LHS campus.
B. Clothing will be an authorized police uniform, except as provided above.
C. The SRO will report within the City Police Department command structure.
D. If the SRO is not available, the City Police Department may send another substitute police officer to cover LHS. The City will invoice the District according to the salary step of the substitute officer.
E. The City will directly invoice LHS for off-hours events at LHS per a separate agreement. LHS will be responsible for tracking those hours.

Exhibit A

SRO Duties and Responsibilities (Note: Duties and Responsibilities are subject to the availability of an officer)

A. Collaborate with LUSD officials in maintaining a safe, orderly, and positive environment for all students. Collaboration will include weekly meetings with site administration and communicating with site administrators regarding any student arrests, investigations, or citations given to students during school hours or events.

B. Serve as liaison between LUSD Schools and the Lompoc Police Department.

C. Serve on the School Attendance Review Board for LHS students grades 9-12.

D. Provide lessons to students regarding rights, responsibilities, and citizen and police interactions. Lessons will be developed and reviewed with District personnel and SRO supervisor.

E. Conduct School Site Safety Assessments.

F. Assist school staff with student disciplinary issues only in which the investigation by LHS administrators determines that there is a violation of the penal code.

G. Handle non-emergent (cold) reports and conduct investigations.

H. Attend LHS programs, assemblies, and functions. Off-hour events are subject to City's approval.

I. Assist in the coordination of the "Every 15 Minutes" program at LHS.

J. Attend SRO training. The responsibility of payment for the training will be LUSD.

K. SRO will assist in mediating high profile attendance issues which may include home visits with administration.

L. SRO, including necessary additional staff as agreed upon between school principal and Lompoc Police Department, will provide law enforcement services for LHS commencement (to include hours prior to, and after, ceremony). Lompoc Police Department will bill LHS for any additional costs incurred for graduation and other special events such as football/basketball games and Freshman Focus.

M. LUSD agrees to cover any overtime hours subsequent to the SRO making an arrest involving LUSD students.

Calculation of Cost of Proposal of Services

(Assigned SRO follows)

The contract must not exceed the amount of: $ 165,024.00 (see calculations below)	
See Exhibit B	$206,135.19/2,080 hrs. = $99.10/hour
	$99.10: Per hour, includes retirement and insurance
	x 8 hours
	x 205 days (includes 180 instructional days, 2 extra days prior to the first day of school, 18 days for summer school session [applicable only when held within Lompoc city limits], and 5 days for summer training)
	+ $2,500 for estimated summer training costs
	= $ 165,024.00

Exhibit B

ESTIMATE SALARY AND BENEFITS FOR TOP STEP POLICE OFFICER

ANNUAL SALARY AND BENEFITS

(26 PAYROLLS)

FISCAL YEAR 2026-2027

EMPLOYEE	SALARY	RETIREMENT	INSURANCE	TOTAL
Police Officer	113,497.02	29,373.15	63,265.02	**206,135.19**
Top Step (5) + 5% Educ Inc				

Total Base Salary	113,497.02
Total Fringe Benefits	92,638.17
Total for 26 Payrolls	**206,135.19**

Exhibit "C"
Fingerprinting/Criminal Background Investigation Certification

One of the two boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

☐ (***To be completed by authorized District employee only.***) Contractor's employees and agents shall not interact with District students outside of the immediate supervision and control of a student's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 shall not apply to Contractor for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified and authorized to execute this certificate on behalf of the District. (Education Code Section 45125.1.)

District

Signature of District's Authorizer

Title

Printed Name (*First MI Last*)

Date (*mm/dd/yy*)

☐ The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to Contractor's Services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a violent or serious felony, as those terms are defined in Education Code Section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

I am an authorized representative of Contractor. I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor

City of Lompoc – Police Department

Name of Contractor

Signature of Contractor's Authorizer

Title

Printed Name (*First MI Last*)

Date (*mm/dd/yy*)

Exhibit "D"
Tuberculosis Clearance

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Contractor ("CBO") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

☐ Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement. Contractor certifies that each such employee has been determined to be free of infectious tuberculosis, as that term is defined in Health and Safety Code Section 120115. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

☐ Contractor represents that no employee and/or subcontractor or supplier shall come in contact with District students in the performance of Services pursuant to the Agreement. Accordingly, the tuberculosis clearance requirements of Education Code section 49406 do not apply to those employees, subcontractors, or suppliers.

Contractor

City of Lompoc - Police Department

Name of Contractor

Signature of Contractor's Authorizer

Title

Printed Name (*First MI Last*)

Date (*mm/dd/yy*)