

**AGREEMENT
BETWEEN THE CITY OF COSTA MESA
AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE COSTA MESA HIGH SCHOOL AND ESTANCIA HIGH SCHOOL ZONES**

This Agreement is entered into this 1st day of July, 2019 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (“District”), is made in light of the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. District is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.
- C. District is in need of services as part of through the School Resource Officer Program (“SRO Program”), as more fully described herein (the “Services”).
- D. District is authorized to enter into this Agreement pursuant to the laws of the State of California.
- E. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide services to District on the terms and in the manner provided in this Agreement.
- F. This Agreement is not intended to modify any program or service provided by City to District as of the Effective Date except as expressly provided herein.
- G. City and District are joining together in a collaborative effort to provide School Resource Officers (“SROs”). The SROs’ primary assignments are to work with the school communities to help provide a safe and secure environment for all. The SROs will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools.
- H. It is the stated goal of this Agreement to have a working partnership between the City and the District so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and District agree as follows:

1.0. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2020, unless previously terminated as provided herein.

2.0. CITY DUTIES

2.1. General. The SRO Program will consist of the City assigning two (2) full-time sworn officers employed by the Costa Mesa Police Department ("CMPD") to the function of SROs. The SROs shall perform services under the supervision and control of the Costa Mesa Chief of Police ("Chief of Police"). The type and manner of performance of the Services should promote safety in the learning environment. The Services contemplated by this Agreement are limited to the NMUSD schools located within the City, including Costa Mesa High School ("CMHS"), Estancia High School ("EHS"), Early College High School, Back Bay High School, Tewinkle Middle School, and any elementary schools in need of SRO presence, as requested by District.

2.2. Selection of SROs. The Chief of Police will determine those individuals best suited for the assignment and advise the District of the eligible candidates. The Chief of Police will consider input from the District representative as to the selection of the SROs, but the Chief of Police shall have the sole discretion in the selection of the SROs. The Chief of Police's selections shall be final.

2.3. Required Services. City shall perform the following services:

- (a) Establish and maintain a liaison between District personnel, CMPD personnel, and stakeholders in the juvenile justice system.
- (b) Serve as a resource to District employees, such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.
- (c) Assign one SRO to CMHS and one SRO to EHS. As needed, the SROs will share the responsibility of providing Services to the other NMUSD schools in the City, subject to the discretion of the Chief of Police to make assignment changes.

2.4. Discretionary Services. City may, in the sole discretion of the SRO and/or his/her supervisor, perform the following services:

- (a) Conduct patrol activities in and around the designated campuses.

- (b) Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

2.5. City Personnel. City shall provide SROs for the Services required by this Agreement in accordance with City's employment procedures and conditions. City, in its sole discretion, shall determine which SROs will be assigned to perform the Services.

2.6. Uniformed SROs. Each SRO will perform his/her duties in full police uniform. The uniform will include safety equipment designated for use by sworn field personnel pursuant to CMPD policies and practices.

2.7. Services – Timing. City shall schedule each SRO such that each SRO provides services four (4) days a week for ten (10) hours each day. City shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, City shall use its best efforts to schedule SROs so that at least one (1) SRO is on duty each day that school is in session and that each SRO can be present during special school activities. On the days that there is one (1) SRO on duty during the week, he/she shall serve as the SRO for both CMHS and EHS and will also be available to assist, if needed, Tewinkle Middle School or any other school in the City.

2.8. District Security. The Services performed by SROs pursuant to this Agreement are not intended to supplant those provided by existing District security personnel. District may request security services from City pursuant to other provisions of this Agreement.

3.0. DISTRICT DUTIES

3.1. Compensation. District shall compensate City for the Services as set forth herein.

3.2. Access to Student Records. District shall designate the SROs as designated school officials for student records purposes. SROs shall have access to students' education records when there is a legitimate educational interest in the records. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SROs may only use the personally identifiable information contained in a student's record for the purposes for which the disclosure is made, such as for promoting school safety and the physical security of students. SROs shall not redisclose personally identifiable information from a student's educational record to any other outside sources, including the CMPD, without consent, unless the redisclosure meets an exception to consent in FERPA.

3.3. Staff Liaison. District designates its Director of Student and Community Services, or an alternate as designated by the Superintendent, as a liaison to the CMPD

to facilitate communication between District personnel and the SROs and to coordinate the SROs' activities with District activities and events.

3.4. District Personnel – Cooperation. District personnel shall cooperate with the SROs to facilitate the performance of Services pursuant to this Agreement.

3.5. Special Events. The SRO Program shall not supplant or alter the existing District practice of hiring CMPD personnel for the purpose of policing special events. However, if the District has requested a SRO's presence at an event, or requested supplemental services to be provided by a SRO, District agrees that he/she may be used as one SRO hired to police a special event at his/her assigned campus.

4.0. COMPENSATION

4.1. Compensation. District shall pay City fifty percent (50%) of the total compensation paid each SRO under this Agreement, as invoiced by City to District. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and as modified from time to time during the term of this Agreement.

4.2. Supplemental Services. District may request in writing that City provide additional services (services in addition to those performed during the normal four (4) day, ten (10) hour per day work week) by an SRO during evening or weekend events, such as Parent-Teach Association (PTA) meetings, Back-to-School Night(s), Open House(s), sporting event(s), dance(s), prom(s) or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the campus at which the event or activity is scheduled. District shall pay City all costs that City incurs in providing additional services as requested by the District, with the understanding that City is generally required to pay SROs at least one and one-half (1.5) times their regular rate of pay for overtime.

4.3. Method of Billing. At the end of each quarter, City will invoice District for the SRO costs incurred during that quarter. District shall pay City's invoice within thirty (30) days of receipt of the invoice. If City provides supplemental services as provided herein, City will invoice District for such supplemental services and District shall pay such invoice within thirty (30) days of receipt of an invoice from City.

5.0. GRANT ADMINISTRATIVE REQUIREMENTS

The City and District will be responsible for their own respective grant monies received, if any, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

6.0. TERMINATION

District or City may terminate this Agreement without cause any time, by giving

thirty (30) days' written notice to the other party. In the event of termination, District shall compensate City for Services performed to the date of termination. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless District, in the notice, requests that City not perform Services. The notice shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this Agreement.

7.0. INDEMNIFICATION

7.1. District Obligations. District agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with the District's negligent performance of this Agreement. District assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

7.2. City Obligations. City agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers harmless from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the District.

8.0. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the express written consent of the other party.

9.0. NOTICE / REPRESENTATIVES

City and District have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement. Notices shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed as set forth below.

CITY: Chief of Police
 Costa Mesa Police Department
 99 Fair Drive
 Costa Mesa, CA 92626

DISTRICT: Superintendent of Schools
Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

10.0. NO THIRD PARTY BENEFICIARIES

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

11.0. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

12.0. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

13.0. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

14.0. AMENDMENTS

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

15.0. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM

Brenda Green
City Clerk

Kimberly Hall Barlow
City Attorney

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Dr. Sara Jocham,
Assistant Superintendent, Student
Support Services/SELPA

Date: _____

APPROVED AS TO FORM

General Counsel

EXHIBIT A

SCHOOL RESOURCE OFFICER SALARIES FOR 2019-2020