

PALM SPRINGS UNIFIED SCHOOL DISTRICT
Law Enforcement Services Agreement

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN **THE CITY OF DESERT HOT SPRINGS AND THE PALM SPRINGS UNIFIED SCHOOL DISTRICT** PURSUANT TO PROVISIONS OF THE CALIFORNIA EDUCATION CODE, SECTION 12400, FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER IN ORDER TO ENSURE THE GREATER SAFETY OF STUDENTS, THE STAFF, AND THE PUBLIC AT **DESERT HOT SPRINGS HIGH SCHOOL AND EDWARD L. WENZLAFF EDUCATION CENTER** AND TO IMPROVE AND STRENGTHEN LAW ENFORCEMENT ON OR ABOUT CAMPUS.

THIS AGREEMENT is made and entered into by and between the City of Desert Hot Springs, (hereinafter referred to as "CITY"), and the PALM SPRINGS UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT").

WHEREAS, the CITY and DISTRICT desire to work cooperatively in this school community policing approach by entering into this Agreement to place a Police Officer as School Resource Officers, herein after referred to as SRO, on the DISTRICT campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

This Agreement shall be effective from **August 8, 2018** through **June 7, 2019** unless sooner terminated as provided in Section 14. Termination.

2. SCOPE OF SERVICES

2.1 The City agrees to assign 1 (one) SRO as the minimum staffing level under this Agreement.

The SRO assigned to the District shall provide foot and vehicle patrol and other security protection services ("SRO Services") on school campuses. The SRO may issue citations or make arrests for crimes, write reports as directed by the District, and other related duties. Notwithstanding the foregoing, the SRO may enforce criminal violations. The SRO shall perform other specific tasks as agreed upon between the Parties, provided the SRO shall not be required to perform tasks beyond the authority vested in them pursuant to applicable law. The SRO shall be authorized to take control of crisis situations pursuant to the policies and procedures of the City.

2.2 DISTRICT agrees to comply with all reasonable requests of CITY necessary to the performance of SRO's duties under this Agreement. DISTRICT agrees to furnish space for use by the SRO while performing the above-described services.

3. SCHOOL RESOURCE OFFICER ASSIGNMENT

- 3.1 The SRO assigned to the District shall be selected by the City in consultation with the District's Superintendent or designee. The SRO must successfully complete a School Site orientation before his/her assignment. The SRO shall have full authority to act to discharge his or her law enforcement duties pursuant to the policies and practices of the City. If circumstances permit, the Superintendent, or designee, May be consulted with respect to the handling of certain situations, provided that nothing in this Agreement shall restrict the discretion of the SRO in his/her law enforcement activities.
- 3.2 The City shall retain the full responsibility and authority to direct and control the activities of the SRO and supervise and discipline the SRO in accordance with the collective bargaining agreement between the City and the City's Police Officers Association then in effect. Notwithstanding the foregoing, the SRO shall cooperate with the District relating to any event or activity which may involve a SRO assigned to the District, including, without limitation, conferring with any student, parent, faculty and school administrator. If a problem arises concerning the performance of duties by an SRO, the principal or his/her designee shall state such concerns in writing directed to the District's Superintendent, or his or her designee, and the City police chief.
- 3.3 The City agrees it shall assign and have in attendance a SRO to the District for a period of no less than ten (10) months during the school year. The SRO shall have a regular work schedule of 7:30 a.m. to 3:30 p.m. five days per week.
- 3.4 The City shall retain the right to approve requests for sick leave, vacation, or other absences. In the event an SRO will be absent from work when school is in session, the SRO shall notify his/her supervisor in the City and the designated representative of the District for the particular school assigned. For absences of more than five (5) consecutive days' duration, the City may assign another fully-trained officer to substitute for the reassigned SRO.
- 3.5 SRO's vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY. Because DISTRICT and CITY holidays may not correspond, holiday time will be taken by the SRO in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT, but shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY.
- 3.6 The City will make reasonable efforts not to reassign an SRO when school is in session. The District recognizes that there will be times when the SRO is necessarily absent from campus, including but not limited to staffing shortages, emergencies, court appearances, union release time scheduled training.
- 3.7 All training required of the SRO will attempt to be scheduled during non-student days if at all feasible.

- 3.8 The SRO shall be expected to maintain radio contact with the high school administration at all times. In the event the SRO shall find it necessary to leave the campus, the principal, (or designee), shall be notified in advance of the expected absence and the Police Watch Commander shall be notified. In such a circumstance, a patrol car shall be available for immediate response to a school emergency.

4. MODIFICATION OF SERVICES

No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

5. COMPENSATION

DISTRICT shall reimburse CITY the full cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the CITY in the form of an hourly rate for an SRO and a mileage rate, and shall include all items of cost and expense to the CITY for providing the services hereunder. Total cost to DISTRICT under this Agreement is estimated at **ONE HUNDRED THIRTY SIX THOUSAND ONE HUNDRED FORTY ONE DOLLARS AND 00/100 (\$136,141.00)**, based on the hours of work for the SRO, as estimated by the DISTRICT. Payment to be made upon billing by the city calculated at the total rate of **THIRTEEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND 10/100 (\$13,614.10)**, per month for a period of ten (10) months to be billed twice per year.

- 5.1 Any overtime required to be paid to the SRO for school-related issues shall be paid by the District as an addition to the full cost of services described above.

6. INSURANCE

City Insurance. City, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The City must provide an affidavit of self-insurance, or pooled insurance if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and

providing coverage for any and all employees of the City.

1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

2) This policy shall also provide coverage of \$100,000.00 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any **District** vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by City or District, and any approval of said insurance, or the City or District's insurance consultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise provided pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

7. ADMINISTRATION AND SUPERVISION

CITY, (or designee), shall administer this Agreement and supervise the SRO on behalf of the CITY. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

8. EMPLOYMENT STATUS

SRO shall remain employees of the City of Desert Hot Springs on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or an officer of DISTRICT.

9. HOLD HARMLESS AND INDEMNIFICATION

9.1 The District shall not be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the SRO, the City, or the City's employees or agents in the performance of this Agreement. The City shall assume the defense of, and shall indemnify and hold harmless the District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement by City.

- 9.2 The City shall not be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the District, its officers, agents or employees in the performance of this Agreement. The District shall assume the defense of, and shall indemnify and hold harmless City from and against all actions or claims against the SRO, the City, or the City's employees or agents from any and all loss, including attorneys' fees, sustained by City by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement by District.
- 9.3 Nothing in this Section 9 shall limit any liability of District or City, which liability pertains to any act or omission by any party arising from any event occurring outside of the performance of this Agreement by City.
- 9.4 The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of the CITY.

11. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

12. WAIVER

Any waiver by the CITY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of CITY to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping CITY from enforcement hereof.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. TERMINATION

The term of this agreement is for the 2018/2019 school year; however the agreement may be amended at any time by the mutual consent of the parties hereto and may be terminated by either party upon thirty (30) days written notice to the other of its intention to do so. In the event this agreement is terminated, the cost shall be prorated on the basis on one tenth per month of the remainder of the actual agreed services performed hereunder.

15. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve may be amended at any time by the he same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution. IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

16. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by the each Party's governing body. The Parties have entered into this Agreement as of the day and year first herein above appearing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

Palm Springs Unified School District

By: _____

Name: Brian J. Murray, Ed.D.

Title: Assistant Superintendent, Business Services
(District)

Date: _____

ATTEST:

City of Desert Hot Springs a Municipal Corporation

By: _____

Name: _____
(City Manager)

Date: _____

APPROVAL AS TO FORM AND CONTENT:

City of Desert Hot Springs a Municipal Corporation

By: _____

Name: _____
(City Attorney)

Date: _____