

**AGREEMENT BETWEEN THE CITY OF LA HABRA
AND THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2020/21 SCHOOL YEAR**

This Agreement (“AGREEMENT”) is made and entered into this 10th day of November, 2020 by and between the City of La Habra, a municipal corporation (“CITY”), located at 201 E. La Habra Boulevard, La Habra, California 90631, and the Fullerton Joint Union High School District (“DISTRICT”), located at 1051 West Bastanchury Road, Fullerton, California 92833.

The goal of this AGREEMENT to have a working partnership between the CITY and the DISTRICT to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

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 special services and advice available through the School Resource Officer Program, as more fully described herein below in Section 2 and, hereinafter referred to as “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 required and the CITY is willing to provide SERVICES to DISTRICT on the terms and in the manner provided in this AGREEMENT.
- F. CITY and DISTRICT are joining together in a collaborate effort to provide limited SERVICES on a limited basis.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The term of this AGREEMENT shall commence in accordance with the Student Calendar for 2020/21 (Exhibit A) beginning on August 11, 2020 and continue for a period of one (1) Student Calendar year, ending on May 27, 2021, unless previously terminated as specified in Section 5. At the end of the term period, DISTRICT and CITY may mutually agree, in writing, to renew the contract for up to three (3) term periods of one (1) Student Calendar year each.

2. CITY SERVICES

The CITY will provide two (2) full-time School Resource Officers (SRO) to provide SERVICES under this AGREEMENT at District School sites within the City of La Habra, in accordance with the Student Calendar for 2020/21 to cover 180 days over a 36-week period (Exhibit A). The SRO's work a "9/80 schedule." A "9/80 schedule" means that within a two-week period the SRO will work five (5) nine (9) hour days one week and three (3) nine (9) hour days with one (1) eight (8) hour day the other week as part of an 80 hour work schedule [nine days worked in two weeks for 80 hours]. This equates to 162 days, or 1,440 hours, of coverage per SRO over the 36-week period. The School Resource Officers shall work on the campuses from approximately 7:30 am to 4:00 pm daily.

The DISTRICT requests that SRO services be provided for the entire 180 scheduled school days, leaving a coverage shortage of 18 school days per SRO (36 total school days). The CITY agrees to provide coverage for this shortage in the form of 18 additional eight (8) hour workdays, per SRO.

In the absence of the assigned DISTRICT SRO, either one of the high school SROs, or a patrol officer, will respond in a timely manner to render appropriate service.

Requests for additional services not covered here will be charged in accordance with section 4 (c) in this AGREEMENT.

a. The SRO is involved in a variety of activities, such as:

- working with administration to resolve campus incidents,
- providing supervision at afternoon activities,
- visiting classrooms to discuss juvenile and law enforcement issues,
- ensuring that unauthorized personnel are kept off school grounds,
- discussing appropriate safety procedures for the school site
- investigate situations that arise from student conduct at school,
- work with school administrators on students absenteeism,
- work with school staff on safety drills,
- assist with medical emergencies that occur on campus
- educate staff on the latest drugs and paraphernalia being used by students
- discuss gang activity in the area
- work with students and staff on dispute mediation,
- work with students on de-escalating aggression between students or between students and staff,

- may perform personal or property searches when illegal activities have taken place, or have reasonable suspicion that illegal activity may have taken place, in accordance with applicable law or as directed by school administration in accordance with school policies,
- review video footage when conducting an investigation,
- be the liaison during police activity taking place on or near the campus,
- assist with necessity of 911 calls.

b. The CITY will perform said SERVICES as an independent contractor and not as an employee of the DISTRICT. The CITY shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means, or manner, by which such results are to be accomplished. The SERVICES performed by the Officer pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel.

c. The CITY will provide de-escalation and bias training annually.

3. DISTRICT DUTIES

- a. **Information/Work Space.** DISTRICT will prepare and furnish to the CITY upon request such information as is reasonably necessary to the performance by the CITY hereunder. DISTRICT will provide availability to a work space when applicable, and CITY will provide all law enforcement related materials
- b. **Staff Liaison.** DISTRICT will designate a staff member to serve as liaison to the La Habra Police Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's activities with DISTRICT activities and events.
- c. **District Personnel - Cooperation.** DISTRICT personnel shall cooperate with the Officer to facilitate his/her performance of SERVICES pursuant to this AGREEMENT.

4. FUNDING

- a. **Personnel.** CITY is required to maintain two (2) full time School Resource Officers (SRO) to provide the SERVICES required by this AGREEMENT. CITY will provide a substitute sworn officer on school days when the assigned SRO is unavailable due to pre-scheduled leave, CITY-required training, etc.
- b. **Funding of Personnel.** The cost of the two (2) full time School Resource Officers (SRO), including all expenses such as mileage, parking, transportation, lodging, meals, and materials for the services, will not exceed Two Hundred Fourteen Thousand Five Hundred Ninety Dollars (\$214,590.00) per school year, unless additional special event hours beyond the negotiated 250 hours are requested by the District.

The cost of the SRO program is broken down as follows: Cost per SRO for the original 162 days/1,440 hours of coverage on the “9/80 schedule” will be divided between the DISTRICT and the CITY on a 75% / 25% basis, with the DISTRICT responsible for 75% of these costs. The additional requested 18 days/144 hours of coverage per SRO will be charged at \$80.00 per hour with the DISTRICT paying 100% these costs. The CITY will also provide an additional 250 hours of SRO coverage for Special Events at \$75.00 per hour, as requested by the DISTRICT each school year. Payment shall be made after submission of an invoice and shall be due within thirty days.

SCHOOL RESOURCE OFFICER FUNDING – 36 WEEKS

	Hours Per Week / Total Weeks / Total Hours	Hourly Rate	Hours Charged	Total Contract Cost/Savings
SRO 1 @ 75% Cost	40/36/1,440	\$80.00	1,080	\$86,400.00
SRO 2 @ 75% Cost	40/36/1,440	\$80.00	1,080	\$86,400.00
<i>Sub-Total</i>				<i>\$172,800.00</i>
SRO 1 Extra Coverage	8/18/144	\$80.00	144	\$11,520.00
SRO 2 Extra Coverage	8/18/144	\$80.00	144	\$11,520.00
<i>Sub-Total</i>				<i>\$23,040.00</i>
Special Events	250 Total Hours	\$75.00	250	\$18,750.00
<i>Sub-Total</i>				<i>\$18,750.00</i>
Grand Total				\$214,590.00

- c. Funding-Supplemental Services.** In addition to the Special Events coverage discussed above, the DISTRICT may also request additional SERVICES as needed. The DISTRICT may request the SERVICES of a SRO during evening events such as PTA meetings, Back-to-School night(s), Open House(s), sporting event(s), dance(s), prom(s) or other school-sponsored events. This is in addition to the 250 hours. The DISTRICT agrees to provide additional compensation to the CITY at a rate of \$75.00 per hour, for actual hours worked after the conclusion of the normal workday (4:00 p.m.).

5. TERMINATION

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other party. CITY shall continue to provide SERVICES after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests 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.

6. INDEMNIFICATION

- a. District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's 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 assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.

- b. **City's Obligations.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with CITY's negligent performance of this AGREEMENT. CITY assumes worker's 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.

7. AMENDMENTS

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

8. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the written consent of the parties hereto.

9. NOTICE/REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT.

CITY	Chief of Police La Habra Police Department 150 N. Euclid La Habra, CA 90631
DISTRICT	Superintendent of Schools Fullerton Joint Union High School District 1051 W. Bastanchury Rd. Fullerton, CA 92833

10. NO THIRD PARTY BENEFICIARY

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. MISCELLANEOUS

a. CITY shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances including workers' compensation while performing pursuant to this AGREEMENT.

b. This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not set forth herein shall be binding or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CITY OF LA HABRA
A Municipal Corporation

Date: _____

By: _____

Jim Sadro
City Manager

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

Date: _____

By: _____

Joan Velasco
Assistant Superintendent, Business Services

APPROVED AS TO FORM:

La Habra City Attorney

Date: _____