

**AGREEMENT BETWEEN THE CITY OF [Name of City] AND THE _____
SCHOOL DISTRICT REGARDING FUNDING FOR THE [Name of City] POLICE
DEPARTMENT SCHOOL RESOURCE OFFICER**

This agreement is executed this ____ day of _____, 2013, by and between the City of [Name of City], a municipal corporation, hereinafter called "City" and ABCDE School District, hereinafter called "ABCDE". This agreement memorializes the understanding between City and ABCDE regarding the funding and responsibilities of the [Name of City] Police Department School Resource Officer (SRO) Program.

The City and ABCDE both find that the SRO Program currently in place within the schools in the City of [Name of City] is an excellent educational, safety and crime prevention program that benefits the students and the faculty of the school district, as well as serving the community of [Name of City], as a whole.

DEFINITION:

The School Resource Officer program is designed and promoted to allow a fulltime Police Officer to be assigned, during the school year while school is in session, to all ABCDE schools within the City of [Name of City], with [Name of school, if applicable] High School serving as the primary duty assignment. The SRO shall serve as a liaison between the Police Department and ABCDE for the welfare and common good of the youth and community at large.

PURPOSE:

To outline the role of School Resource Officers (SROs) as counselors and mentors, educators, and law enforcement problem solvers; to promote and ensure a physically safe environment in and around the ABCDE schools within the City; to prevent criminal conduct by persons other than students, while reducing inappropriate student referrals to law enforcement; to promote crime prevention, good citizenship, and healthy relationships throughout the district by equipping students, parents, faculty and police officers, with effective strategies to address school disciplinary matters versus reportable juvenile offense.

ORGANIZATION:

The School Resource Officer will be assigned to the [Field Operations Division] of the Police Department and work under the direct supervision of and be immediately responsible to a [Dayshift Patrol Sergeant.] While at school, the SRO is expected to cooperate with school officials, including administration and faculty. The SRO is to abide by school policy and respond to the needs expressed by school officials. At all times, the SRO is to acknowledge the laws that apply to a safe school environment.

The SRO is a guest on the school campuses with his/her first duty as a sworn police officer for the City. His/her primary responsibility is to abide by the fundamental duties of a police officer of

the City, which include serving the community; safe-guarding lives and property; protecting the innocent; keeping the peace; and ensuring the rights of all to liberty, equality and justice.

JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES

(See attachment)

PROGRAM COSTS:

For fiscal year (FY) [INSERT YEAR] and FY [INSERT YEAR] (from the Commencement Date of this Agreement through [INSERT END DATE]), the District shall remit [two separate lump sum payments of \$????????] which shall be due on [INSERT PAYMENT DUE DATE], and [INSERT PAYMENT DUE DATE], respectively.

CONTRACT SUPERVISION:

The District shall designate an official authorized and assigned to represent the interest of the District and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Chief of Police upon execution of this Agreement. Chief of Police or his/her designee shall administer this Agreement on behalf of City.

INDEMNIFICATION AND INSURANCE:

Each party agrees to indemnify, defend and hold harmless the other party, their respective elected and appointed officials, officers, agents, and employees, from and against any and all claims, losses, actions, damages, expenses, or liabilities, including reasonable acts or omissions. Each party assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents, and employees of the other party.

To this end, both parties shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice), naming the other party as an additional insured, with not less than \$1,000,000 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000. Notice in writing shall be given at least thirty (30) days in advance of cancellation thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California.

Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

INSURANCE COVERAGE CHANGE:

If the either party requires the other to increase its insurance coverage within a contract year, the requesting party agrees to pay any additional premium cost resulting from that change.

SECTION 504 COMPLIANCE:

Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. The City and the District shall agree to be in compliance with Section 504 requirements.

NOTICE:

In addition to all other notices provided for herein, each party shall give the other notice of any policy, resolution, or regulation changes contemplated by it relating to any matters affecting performance and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed as follows:

School District

Attn: Superintendent

Address

City, State ZIP

Chief of Police

Police Department

Address

City, State ZIP

NONDISCRIMINATION CLAUSE:

During the performance of this Agreement, neither the City nor the District shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Both parties and their subcontractors, if any, shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Both parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of

the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full. City and the District shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. City and District shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

AMENDMENT:

This Agreement may only be modified or amended by the written agreement of the parties.

ASSIGNMENT:

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

ATTORNEY’S FEES:

In the event a legal action is commented to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees.

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.

CONDITIONS AND TERM OF AGREEMENT:

Both parties to this agreement understand that funding priorities of either party may require the reduction or elimination of the SRO Program and, at that time, either party may terminate this agreement without any further obligation upon 60 days written notice. The City will reimburse the District for any prepayment made for any time period after termination.

Name

Date

Title _____
City of _____

Name

Date

Superintendent
ABCDE School District