# SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF COSTA MESA AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT FOR THE 2023-2024 FISCAL YEAR

THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of July, 2023 ("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").

## 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 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 the 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") to work with the school communities to help provide a safe and secure environment for all.

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, 2024, unless previously terminated as provided herein.

## 2.0. CITY'S DUTIES

**2.1. Scope of Services.** The Services shall include the following required and discretionary services designed to promote safety in the learning environment, which shall be provided at District schools located within the City, including Costa Mesa High School ("CMHS"), Estancia High School ("EHS"), Early College High School, Back Bay High School ("BBHS), Tewinkle Middle School, and any elementary schools in need of SRO presence, as requested by District.

(a) **Required Services.** City shall perform the following services:

(i) Assign three (3) full-time sworn officers employed by the Costa Mesa Police Department ("CMPD") to the function of SROs.

(ii) Establish and maintain a liaison between District personnel, CMPD personnel, and stakeholders in the juvenile justice system.

(iii) 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.

(iv) Assign one SRO to CMHS, one SRO to EHS, and one SRO to BBHS. As needed, the SROs will share the responsibility of providing Services to the other District schools in the City, subject to the discretion of the Costa Mesa Chief of Police ("Chief of Police") to make assignment changes.

(b) **Discretionary Services.** City may, in the sole discretion of the SRO and/or the Chief of Police, perform the following services:

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

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

**2.2. Selection and Supervision of SROs.** The Chief of Police will determine those individuals best suited for the assignment to the SRO Program in accordance with City's employment procedures and conditions 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. The SROs shall perform the Services under the supervision and control of the Chief of Police.

**2.3. Vehicles, Equipment, and Uniforms.** Except as otherwise provided in this Agreement, City shall furnish all vehicles, equipment, and uniforms as may be required to support the SROs assigned to the District pursuant to this Agreement. City agrees that 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.

**2.4. Schedule of Services; SRO Assignment.** City shall schedule each SRO such that each SRO provides services four (4) days a week for ten (10) hours each day ("Normal Work Week"). The SROs will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools. 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 only one (1) SRO on duty during the week, he/she shall serve as the SRO for both CMHS, EHS, and BBHS and will also be available to assist, if needed, any other District school in the City.

**2.5. 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'S 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. Cooperation.** District personnel shall cooperate with the SROs to facilitate the performance of Services pursuant to this Agreement.

**3.5. Special Events; Supplemental Services.** The SRO Program shall not supplant or alter the existing District practice of hiring CMPD personnel for the purpose of policing special events. District may request in writing that City provide additional services beyond the Normal Work Week by a SRO during evening or weekend events, such as Parent-Teacher 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. If the District has requested an SRO's presence at an event, or requested supplemental services to be provided by an SRO, District agrees that District shall compensate City for such supplemental services in accordance with this Agreement.

## 4.0. COMPENSATION

**4.1. Compensation.** For Services provided during the Normal Work Week, 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 such salary and benefits are modified from time to time during the term of this Agreement.

**4.2. Supplemental Services.** If District requests additional services beyond the Normal Work Week for special events, District shall pay City one hundred percent (100%) of the costs that City incurs in providing the 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 following the provision of such services and District shall pay such invoice within thirty (30) days of receipt of an invoice from City.

**4.4. Extended Closure of Schools.** Should there be an extended closure of District schools (longer than 30 days) due to an unforeseen event that diminishes the need of SRO's on school campuses and allows City to redeploy SROs to other agency duties, City will assume 80% of the costs of SRO's after the 30th consecutive day of such a closure while the District will continue to be responsible for 20% of the such costs. Equally shared costs of SRO's between the District and the City would resume

once the District begins normal operations that includes the re-entry of students onto District campuses.

## 5.0. GRANT ADMINISTRATIVE REQUIREMENTS

City and District will be responsible for their own respective grant monies received, if any, in connection with the SRO Program, 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 through the effective date of the 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.

## 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 prepaid, 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 is entered into for the sole benefit of City and District and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

## 11.0. INDEPENDENT CONTRACTOR

The parties understand and agree that in performing the Services under this Agreement, City, and any person employed by or contracted with City to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the District.

## 12.0. 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.

## 13.0. 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.

## 14.0. 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.

## 15.0. AMENDMENTS

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

## 16.0. 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.

[Signatures appear on following page.]

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**

_____ Date: _____
Lori Ann Farrell Harrison
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow
City Attorney

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**

_____ Date: _____
Sara Jocham, Ed.D.
Assistant Superintendent of Student Support Services

APPROVED AS TO FORM:

_____
General Counsel

# EXHIBIT A

## SCHOOL RESOURCE OFFICER SALARIES FOR 2023-2024