

AGREEMENT/MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PASO ROBLES POLICE DEPARTMENT AND PASO ROBLES UNIFIED
SCHOOL DISTRICT

SCHOOL RESOURCE OFFICER PROGRAM

This agreement (hereinafter "Agreement"), effective **November, 2019**, is made and entered by and between the **City of Paso Robles Police Department** (hereinafter referred to as "City") and the **Paso Robles Joint Unified School District** (hereinafter referred to as "PRJUSD"), collectively the "Parties."

WHEREAS, the Parties desire to further impress upon the minds of the pupils within the City of Paso Robles the principles of morality, truth, justice, patriotism, a true comprehension of the rights, duties and dignity of American citizenship, the reduction of criminal activity and drug suppression; and,

WHEREAS, the School Resource Officer Program (hereinafter referred to as "Program") is of critical importance in that officers assigned to the Program (hereinafter referred to as "SROs") encourage students to be responsible for their own actions, foster respect for other people, develop cultural sensitivity, make informed life style decisions and develop a mutual understanding between the youth and police viewpoints; and

WHEREAS, the City and PRJUSD are committed to ensuring that students are in a safe environment to focus on their education free from unnecessary risk through the development of the SRO program.

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Joint Goals and Objectives

It is understood and agreed that PRJUSD and the City officials share the following goals and objectives with regard to the SRO Program:

- A. To foster educational programs and activities that will increase students' and parents knowledge of and respect for the law and the function of law enforcement agencies;
- B. To encourage the SRO to attend extra-curricular activities held at school, such as parent meetings, athletic events and concerts;
- C. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sales and/or distribution of controlled substances, and riots;
- D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school,
- E. To cooperate with law enforcements officials in their investigations of criminal offenses which occur off campus.
- F. To work together proactively to ensure the safety of students, parents and faculty on PRJUSD campuses through the implementation of enhanced safety measures, education and training.
- G. To implement programs, such as Teen Court or Restorative Justice, designed to rehabilitate and restore student offenders of non-violent, non-drug related crimes.

2. Term and Termination

The term of this Agreement shall be for a period beginning on or before November 1, 2019 and ending June 30, 2020. This Agreement may be extended for additional one-year terms, upon written mutual consent of both parties. PRJUSD or City may terminate this Agreement by giving written notice of termination sixty (60) days prior to the desired termination of this Agreement.

3. Obligation of City

During the term of this Agreement, City hereby covenants and agrees to the following:

- A. Assign two (2) full time SRO to PRJUSD for the term of the Agreement, with a primary assignment at the Paso Robles High School location. SRO will support all PRJUSD schools in the city limits as needed to address safety concerns and build positive relations. The SRO shall perform services under the supervision and direction of the City's Chief of Police or designee.
- B. The SRO's regular workweek shall be a 5-8, 9-80 or other compatible schedule, as mutually agreed upon by the Chief of Police and PRJUSD. The Parties recognize that, due to such needs as training, court appearances, major incidents in other parts of the City, and other special requirements, the SRO will not be on site for all hours in the work week. Thus, the assigned time may be modified on a day-to-day basis by the supervisor of the SRO program. In the event SRO has scheduled absence of one week or more, City will do everything reasonably possible to assign another Officer.
- C. Assign a police officer of supervisory rank to act as liaison with PRJUSD and individual school administration for law enforcement efforts at PRJUSD sites. The City will provide PRJUSD the contact information of the supervisor. Primary purpose of this task is to establish effective lines of communication between the assigned City Supervisor and PRJUSD Administrator on site.
- D. The respective SRO and his or her assigned supervisor should notify the respective principals of the SRO's daily schedule as far in advance as possible. When possible, the SRO and his or her assigned supervisor will notify PRJUSD Administrators of their planned operational priorities. This should be done on a monthly basis, or as necessary to ensure adequate communications between the SRO and PRJUSD Administrators at the school sites.
- E. The SRO and the assigned supervisor shall meet with PRJUSD Staff at least quarterly during the year, with the first meeting occurring prior to the start of the school year, to review duties and responsibilities.
- F. Make available to the SRO an appropriate motor vehicle for the performance of the services to be rendered under this Agreement, and shall pay for all equipment and operating costs, including gasoline, tires and maintenance of said vehicle, except as where listed in this contract.
- G. Make available to the SRO appropriate equipment and training as would normally be afforded a police officer working for the City. Training periods shall be coordinated in advance with PRJUSD and the City will strive to schedule training during non-school days so as to maximize the on-site time of the SRO.
- H. Make activity records available to PRJUSD on a semi-annual basis.
- I. Investigations on PRJUSD sites by law enforcement shall be coordinated with respective principals or official designees when such coordination will not compromise the investigation.
- J. Special investigations on PRJUSD sites shall be coordinated with a mutually agreed upon designee of the PRJUSD, if such coordination will not compromise the investigation.

- K. City agrees to accept and investigate reported incidents of criminal behavior consistent with Paso Robles Police Department guidelines used throughout the city to ensure the safety of the students and staff, by the arrest and removal of juvenile and adult violators within the parameters of the law.
- L. The SRO may provide in-service training sessions to PRJUSD personnel, parents and students on topics of common interest and mutually agreed upon. Such training may include crime prevention, drug prevention, personal safety, internet safety, etc.
- M. Evaluate the Program up to four times annually. Said evaluation shall be accomplished by a member of the administrative staff of the PRJUSD, the SRO, and at least one supervisory member of the Paso Robles Police Department.

4. Obligation of PRJUSD

During the term of this Agreement, PRJUSD hereby covenants and agrees to the following:

- A. PRJUSD personnel shall cooperate with the SRO and City to facilitate the performance of services pursuant to this Agreement and the City's general law enforcement duties.
- B. Provide the SROs with an office, furniture, computer, and telephone with voice mail at each school site. Provide SRO's with Community School Personnel calendar for planning purposes. The SRO is strongly encouraged to participate in the Teacher training scheduled in August, a team building element designed activity.
- C. Provide the SRO with a transceiver radio in order to communicate with staff at the respective school sites. If during the term of the agreement, PRJUSD implements other technologies to enhance safety or communications, the PRJUSD will provide appropriate tools to the SRO.
- D. Provide a PRJUSD laptop computer, email account and access to the internet through the assigned computer. City's use of PRJUSD email and internet access shall conform to the PRJUSD's acceptable use policies and other standards.
- E. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.
- F. When there is a need for emergency law enforcement assistance, respective principals or official designees are first to call 911 and then notify the appropriate SRO via cell phone or through PRPD Dispatch. The SRO shall respond as quickly as possible and provide further direction, as necessary.
- G. The principal or official designee of PRJUSD shall be responsible for making non-emergency requests for police services, such requests shall be made directly to the designated SRO. If that officer is not available the unit supervisor may be contacted to determine when that officer will be available.

5. Supplemental Services

PRJUSD will collaborate with the respective SRO and his or her assigned supervisor regarding the SRO's daily schedule as far in advance as possible to make adjustments for scheduled events where the SRO's presence is needed. In addition to those events scheduled between PRJUSD and the City, PRJUSD may request the City provide supplemental services during evening or weekend events such as PTA meetings, Back-to-School nights, Open House(s), athletic or performance events, dance(s), prom(s), or other PRJUSD-sponsored events, such as board meetings. City shall use its best efforts to provide the requested services by the SRO assigned to the respective school site at which the events or activity is scheduled. If the SRO is not

available, City has the ability to assign another officer. PRJUSD shall be obligated to compensate City for such supplemental services, which will be provided at the City's overtime rate.

6. Compensation

The compensation for the two (2) SRO positions shall be compensated as detailed below.

SRO one (1); PRJUSD shall reimburse City \$75,802 annually for the services SRO pursuant to this agreement.

SRO two (2) PRJUSD shall reimburse City \$75,802 annually for the services of SRO pursuant to this agreement.

The City shall completely fund a vehicle for SRO 1. PRJUSD shall reimburse City half of the cost of one (1) vehicle to be utilized by SRO-2. The cost for the second SRO vehicle will be shared by PRJUSD and the City. The City shall be reimbursed a cost of \$12,500 per year for the vehicle.

Payment for services shall be rendered twice a year on July 1st (\$82,052) and January 1st (\$82,052) upon receipt by PRJUSD of proper invoice submitted by the City. Any overtime requested by PRJUSD shall be paid for by PRJUSD.

Compensation for the SRO shall be prorated on a monthly basis depending on the start date of the SRO. If the SRO begins between the 1st and 15th of the month, the City shall be reimbursed for the entire month. If the SRO begins between the 16th and the end of the month, the compensation shall begin the following month.

7. Selection of SRO

The selection of police officers and supervisory personnel for the Program shall be at the sole discretion of the City's Chief of Police. The Chief of Police is encouraged to solicit input from PRJUSD as to SRO selection and assignment.

8. Chain of Command

As an employee of the City, the SRO shall follow the chain of command as set forth in the PD Policies and Procedure Manual.

9. Access to Educational Records

School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information, classroom assignments and discipline files. However, the SRO may inspect and/or copy confidential student education records only as allowed by law.

10. Indemnification

A. City agrees to defend, indemnify and hold PRJUSD, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of City, its officers, employees, agents or volunteers.

B. PRJUSD agrees to defend, indemnify and hold City, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts, omissions or misconduct of PRJUSD, its officers, employees, agents or volunteers.

11. Authority

The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

12. Entire Agreement

This Agreement sets forth the entire agreement between City and PRJUSD, and any modifications or extensions must be in the form of a written amendment duly noticed and approved at a public meeting.

13. 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 stopping the City from enforcement hereof.

14. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF PASO ROBLES

PASO ROBLES UNIFIED SCHOOL DISTRICT

Thomas Frutchey, City Manager

Dr. Curt Dubost, Superintendent

Approval as to content:

Ty Lewis, Chief of Police

Approval as to form:

Kimberly Hood, Acting City Attorney