

**AGREEMENT BETWEEN THE CITY OF MENIFEE
AND THE ROMOLAND SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER
PROGRAM FOR THE 2023-24 TO 2027-28 SCHOOL YEARS**

This Agreement Between The City of Menifee and Romoland School District To Participate In The School Resource Officer Program For The 2023/24 - 2027/28 School Years ("Agreement") is made and entered on _____ between the City of Menifee, a General law city, located at 29844 Haun Rd, Menifee, California, 92586, hereinafter referred to as "CITY," and the Romoland School District, 25900 Leon Rd, Homeland, California 92548, a public entity, hereinafter referred to as "DISTRICT" (individually referred to as "Party" and collectively "Parties").

A. Recitals.

WHEREAS, CITY and DISTRICT have identified a need to provide additional law enforcement among DISTRICT's school sites; and

WHEREAS, CITY and DISTRICT share common goals that include the provision of programs within DISTRICT'S jurisdiction that address the needs of students at risk; and

WHEREAS, CITY and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place Menifee Police Officers as School Resource Officers on DISTRICT campuses, as needed, to work in partnership with DISTRICT to provide a safe environment for learning that encourages the development of social responsibilities among the students, and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection

B. Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM.** This Agreement shall be effective from August 3, 2023, through June 30, 2028, unless sooner terminated pursuant to the Section B.6 of this Agreement (the "Term").

2. **SCOPE OF WORK.**

a. CITY agrees to assign one (1) Police Officer to serve as a School Resource Officer at the current DISTRICT middle school campus; hereinafter called "SRO", for its participation in the School Resource Officer Program related to the provision of SERVICES to DISTRICT. SERVICES under this Agreement shall mean activities such as working with DISTRICT administration to investigate and resolve campus incidents, providing class presentations on relevant law enforcement issues, patrol of the schools, counseling of students and their parents, serving as a liaison between elementary and middle school sites, attending School Attendance Review Board (SARB) meetings, working with the Probation Department and other law enforcement agencies and officials,

and such other tasks mutually agreed upon by DISTRICT and CITY provided that the School Resource Officer ("SRO") shall not be required to perform such tasks or activities beyond the authority vested by applicable law (collectively the "SERVICES").

b. CITY agrees to assign one (1) full-time SRO to provide SERVICES under this Agreement at Ethan A. Chase Middle School. SERVICES shall be provided by CITY to DISTRICT as follows: The SROs will work a 5/8 work schedule or adjusted with agreement from DISTRICT, generally Monday through Friday, during student instructional days in accordance with adopted and published attendance calendar for each academic year and commencing the first day of student instruction through the last day of scheduled student instruction days.

c. The start dates of the SROs may be postponed beyond the first school day to allow the Menifee Police Department time to hire the personnel needed to fill the positions.

d. Billing for the SRO will not commence until the position is filled.

e. Because DISTRICT and CITY holidays may not correspond, holiday time will be taken by SROs in accordance with DISTRICT holidays during 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.

f. Training for SRO's will be reserved for non-student days as best as possible. If absences of an SRO exceed one working week for any reason, another qualified officer will be assigned to the campus allowing for continued services until the SRO returns.

g. CITY agrees to make available ADDITIONAL SERVICES for events such as but not limited to PTA/PTO/Booster meetings, Back-to-School nights, Open Houses, sporting events, dances, or other school-sponsored events, which fall outside of identified student instructional days and/or outside of the hours set forth under Section B.2.b of this Agreement (collectively "ADDITIONAL SERVICES"). DISTRICT agrees to provide additional compensation to CITY at a rate equal to one and one-half (1 ½) times the rate of pay of the assigned officer or SRO established by CITY, for actual hours worked outside of the hours set forth under Section B.2.b or on days that are not designated student instructional days. In addition, CITY reserves the right to replace or supplement SRO for ADDITIONAL SERVICES with non-SRO Police Officers. ADDITIONAL SERVICES shall be approved by the DISTRICT, 30 days in advance through written communication, invoiced together with normal invoicing for the applicable period in accordance with Section B.4 of this Agreement.

3. SRO ASSIGNMENT. The SRO(s) assigned to DISTRICT under this Agreement shall be selected by CITY, with collaboration of DISTRICT and shall work under the supervision of the Police Department Operations Captain. At all times during the Term of this Agreement, the assigned SRO shall adhere to and obey all DISTRICT rules and

regulations pertaining to the DISTRICT'S operations of its school, unless otherwise authorized by DISTRICT, or unless such compliance is not practicable due to exigent circumstances. CITY shall retain and have full authority to act and discharge its law enforcement duties pursuant to the policies and practices of the Menifee Police Department.

a. CITY shall retain the full responsibility and authority to direct and control the employment activities of the SRO(s) and supervise and discipline SRO(s) in accordance with the collective bargaining agreement between the CITY and the Menifee Police Officer's Association MOU then in effect. In addition, CITY shall retain the right to approve requests for sick leave, vacation, or other absences relating to an assigned SRO.

4. COMPENSATION. DISTRICT shall pay CITY an amount not to exceed one hundred and twenty-two thousand, two-hundred and thirty-one dollars and thirty-two cents (\$122,231.32) for the services of one (1) full-time SRO who will serve DISTRICT for the 2023-2024 academic year. Each successive year of service will include increases in cost of the SRO not to exceed the lesser of actual cost or 5% in any one Fiscal Year. CITY shall invoice DISTRICT and detail applicable SERVICES or ADDITIONAL SERVICES, if applicable, on a quarterly basis and payment of each approved invoice shall be made by DISTRICT within thirty (30) calendar days.

a. DISTRICT recognizes it is funding fifty percent (50%) of one (1) full-time SRO and one hundred percent (100%) for vehicle costs, and CITY is funding the remaining fifty percent (50%) of the one (1) full-time SRO.

b. If at any time the DISTRICT opts to reduce the personnel needed for services, the CITY funded officer(s) will be released first.

5. PROVISION OF MATERIALS. DISTRICT will prepare and furnish to CITY upon request such information and educational materials as is reasonably necessary for the performance of SERVICES by CITY hereunder. DISTRICT shall provide appropriate workspace on each campus for each SRO, and CITY will provide all law enforcement related materials and equipment.

6. TERMINATION OF AGREEMENT. Either Party may at any time, and for any reason, request a review or revision of this Agreement or terminate the Agreement upon the following conditions: Either PARTY may terminate this Agreement by providing a one hundred eighty (180) day written notice to the other PARTY. DISTRICT shall provide written notice of non-renewal at least one hundred eighty (180) days before the beginning of the next fiscal year, to wit, July 1st. The PARTY designees must meet no later than January 31, 2026, to discuss renewal of services. Notices shall be given in accordance with Section B.11. The DISTRICT shall compensate the CITY for SERVICES and ADDITIONAL SERVICES rendered under this Agreement up to the date of termination.

7. INDEPENDENT CONTRACTOR STATUS. In the performance of this Agreement, CITY and its employees shall act as an independent contractor and not as employees of DISTRICT. Nothing herein shall be construed or deemed to create the relationship of employee/employer or principal/agent as between DISTRICT and CITY. The directions issued by DISTRICT to CITY only relate to the objectives to be achieved and not the actual means to accomplish such objectives. CITY shall assume responsibility for federal and state income tax withholdings for all CITY

employees, including but not limited to Federal Income Taxes, State Income Tax, Federal Insurance Contribution Act, State Unemployment Insurance, and State Disability Insurance, and any other deductions of income that CITY is required to make as the employer of the SRO(s).

8. CONFIDENTIALITY OF STUDENT INFORMATION AND RECORDS: CITY and its agents, officers, employees, and volunteers shall at all times comply with all state and federal laws and regulations governing student confidentiality, including the Family Educational Rights and Privacy Act ("FERPA"), the California Education Code, and the Health Insurance Portability and Accountability Act ("HIPAA").

9. INDEMNITY.

a. To the fullest extent permitted by law, each Party shall defend, indemnify and hold the other Party, its elected officials, officers, employees, agents and volunteers ("Indemnitees") harmless with respect to any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by the Indemnitees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, to the extent caused by or in any way attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the indemnifying Party's employees, volunteers, or associates during arising from or relating to the indemnifying Party's performance of its obligations under this Agreement. All obligations under this provision are to be paid by the other Party as they are incurred. Nothing herein shall be interpreted as obligating either Party to indemnify the other Party against the Indemnitees' negligence or willful conduct.

10. INSURANCE. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all 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. 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 \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) 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 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 Employers' Liability (Coverage B).

c. Comprehensive Business Auto. A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all CITY leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this

Agreement.

d. The policy shall not exclude, or CITY shall otherwise self-insure, liability for personal injury in the form of Sexual Abuse and Molestation.

e. Required Endorsements. The policies required to be maintained by this Agreement must contain, or be endorsed to contain, the following provisions:

- 1) Aggregate Limit Per Project endorsement;
- 2) The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
- 3) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a
- 4) blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
- 5) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
- 6) If Consultant has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party: Either the Professional Liability policy must include coverage for claims involving invasion of privacy violations, breach of privacy, information theft, damage to or destruction of electronic data or information, release of private information, alteration of electronic information, extortion and network security or Consultant must provide as a separate policy:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
 - d. This coverage shall contain an Extended Period of Indemnity no less than 90 days from the date of expiration of the policy.

1) DISTRICT, their respective officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of DISTRICT officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CITY; products and completed operations of CITY; premises owned, occupied or used by CITY; or automobiles owned, leased, hired or borrowed by CITY. The coverage shall contain no limitations on the scope of protection afforded to DISTRICT or CITY, their respective officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of DISTRICT or CITY officials which are not also limitations applicable to the named insured.

2) CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled or materially modified except after 30 days' prior written notice by first class mail has been given to DISTRICT, or 10 days' prior written notice by express overnight mail if cancellation is due to nonpayment of premiums.

4) Each insurance policy required by this Section shall expressly waive the insurer's right of subrogation against DISTRICT, their respective officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of DISTRICT officials.

11. COMPLIANCE WITH LAWS. CITY and DISTRICT shall comply with all applicable Federal, State, and local laws, rules, regulations, emergency orders, and ordinances while performing pursuant to this Agreement.

12. NOTICES. Any written notices required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to respective Party as follows:

If to DISTRICT: Romoland School District
25900 Leon Rd
Homeland, CA 92548
Attn: Superintendent

If to CITY: City of Menifee
29844 Haun Rd
Menifee, California 92586
Attn: City Manager

Any notice required or permitted by this Agreement shall be in writing and will be effective when personally delivered on a business day of the receiving party, or three (3) days after deposit in the U.S. Mail, first-class, postage prepaid.

13. STATEMENT OF INTENT AND RULES OF CONSTRUCTION. By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules, and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules, and regulations, then the applicable provision of such collective bargaining or other labor agreements, and such policies, rules, and regulations shall take precedence for purposes of the construction of this Agreement. In such a case, the Parties agree to promptly meet and confer on the approval of an appropriate amendment to this agreement.

14. APPLICABLE LAW; VENUE. This Agreement shall be construed under the laws of the State of California. Venue for any action arising out of this Agreement shall be the Superior Court of the County of Riverside, California.

15. ATTORNEYS' FEES. The prevailing Party in any legal action arising out of this Agreement shall be entitled to recover reasonable attorneys' fees, expert costs, and all costs of suit.

16. SEVERABILITY. If any provision in 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.

17. ENTIRE AGREEMENT. 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.

18. COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20. NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

21. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures on the following page]

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

CITY OF MENIFEE
A General Law City

Dated: _____

By: _____

Armando G. Villa

City Manager

ROMOLAND
SCHOOL DISTRICT

Dated: _____

By: _____

Trevor Painton
Superintendent