



AGREEMENT
between
THE CITY OF ANGELS CAMP
and
BRET HART UNION SCHOOL DISTRICT
for
Police Officer Services
at
Bret Hart High School

THIS AGREEMENT is made and entered into this 2nd day of July 2024. by and between the **CITY OF ANGELS CAMP**, a municipal corporation (hereinafter referred to as “City”), and the **BRET HART UNION SCHOOL DISTRICT** (hereinafter referred to as “District”). City and District may be referred to individually as a “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

WHEREAS, District desires to acquire the on-site services of an Angels Camp Police Officer for its high school campus located at: 364 Murphys Grade Rd (hereinafter referred to as the “High School”).

WHEREAS, City desires to accommodate District’s request for police services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Recitals**. The recitals stated above (“Recitals”) are true and correct and are hereby incorporated into this Agreement. In the event of any inconsistency between the Recitals and paragraphs one through ten of this Agreement, paragraphs one through ten shall prevail.
2. **Term**. Subject to paragraph five of this Agreement, City shall assign one officer (hereinafter referred to as “Police Officer,” “Officer,” or “SRO”) to provide police services to the High School campus for a period beginning at the time the Officer is hired or appointed to the position and ending the last day of the scheduled school year, each year. District understands and agrees that City retains the right of control over the selection of Officer(s) to be assigned as SRO’s and may recall an SRO and assign a different Officer as necessary to meet the needs of the City.

3. **Duty Hours/Compensation.** District will compensate City for SRO's who are employed as full-time officers with the City at a rate which includes all pay and other benefits and/or costs associated with the Officer's employment with the City, including but not necessarily limited to: sick leave, vacation leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance, as set forth in the MOU between the City of Angels Camp and the Angels Camp Police Officers Association ("MOU") or any other applicable policy related to the assigned Officer's employment. If the number of on-duty hours the SRO works performing services for the District exceeds eighty-four (84) hours in any 14-day period, those hours will be compensated and reimbursed to City at a rate of one and a half times that of the Officer's base pay as set forth in the MOU.

Should the City determine that the SRO position is best filled by an Officer working in a part-time or extra hire position for the City, the District shall compensate and reimburse City at a rate of pay consistent with the officer that is assigned as SRO current rate of pay.

In a situation where no SRO is available to be provided to the District, the District may request the presence of an Officer on campus during regular school business hours on an overtime basis. That Officer will be compensated at a rate of one and a half times that of the Officer's base pay as set forth in the MOU between the Angels Camp Police Department Police Officers Association and the City of Angels Camp.

4. **Billing.** City will bill District quarterly in arrears. District shall remit payment within thirty (30) calendar days.

5. **No Additional Duty of Care.** The Parties understand that staffing demands may require City to withdraw the assigned Officer for other duties and agree that City may do so at its discretion. The Parties anticipate that the assigned Police Officer's duties are often off-campus. This Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, or a duty to intervene) by the City or the assigned Police Officer and the absence of the assigned Police Officer is not a breach of this Agreement.

6. **Rates.** The rates outlined in paragraph three of this Agreement will remain in effect through June 30th, 2026

7. **Indemnification.**

(a) The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned Officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the

active negligence by the City, or the gross or willful misconduct of the assigned Officer. The provisions of this paragraph 7(a) shall survive the termination of this Agreement.

(b) The City shall indemnify, defend and hold harmless the District, its officers, officials, employees and volunteers from and against any and all liability, claims, damages, cost, expenses, awards, fines, judgements, and expenses of litigation (including without limitation costs, attorney fees, expert witness fees, and prevailing party fees and costs) of every nature arising out of active negligence by the City or the gross or willful misconduct of the assigned SRO during the performance of his or her work hereunder. The provisions of this paragraph 7(b) shall survive the termination of this Agreement.

(c) If the District rejects a tender of defense by the City and/or the assigned Officer under this Agreement, and it is later determined that the City and/or the Officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or Officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or Officer settles a liability claim, with or without participation by the District. The provisions of this paragraph 7 (c) shall survive the termination of this Agreement.

(d) The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned Officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned Officer and the absence of the assigned Officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned Officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

(e) Each Party shall notify the other Party within ten (10) days of any claims or legal actions with respect to any of the matters described in this indemnification section.

8. **Cancellation.** Either Party has the right to cancel this Agreement at any time and without any future obligation upon thirty (30) days' written notice to the other Party.

9. **Students Records.** The Parties agree that the Police Officer shall be allowed access to necessary student records for which the SRO has a "legitimate educational interest." The Police Officer shall not provide student records to anyone else without first consulting with a District Administrator. The Police Officer shall not inspect or copy confidential student records outside the scope of the Police Officer's service, including any record related to a student's place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

10. **General Provisions.**

(a) *Governing Law; Venue.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for any legal proceedings related to the enforcement of this Agreement shall be in the Superior Court for the County of Calaveras.

(b) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(c) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(d) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements written, electronic, or oral between the Parties hereto with respect to the subject matter of this Agreement.

(e) *Integration of Prior Terms and Conditions.* This Agreement, including all recitals, constitutes the entire agreement and understandings of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment of this Agreement.* This Agreement may only be amended or modified by the mutual written agreement of the Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(i) *Counterparts.* This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) *Time is of the Essence.* Time is of the essence in this Agreement in each covenant and term and condition herein.

(l) *Authority.* This Agreement is invalid unless executed by an authorized agent of each Party. All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Parties and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

(m) *Document Preparation.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF ANGELS CAMP, a municipal corporation Bret Hart Union School District

By: _____
City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Rose Bertistianos, City Clerk

By: _____

Title: _____

Print name: _____

Date: _____