



CITY OF ESCONDIDO
SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement") is made and entered into as of this
day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Lisa Rodelo
760- 839-4905
("CITY")

And: Escondido Union School District
School Facilities Corporation
a California corporation
2310 Aldergrove Ave.
Escondido, CA 92029
Attn: Andrew McGuire
760-432-2127
("DISTRICT").

(The CITY and DISTRICT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to create an atmosphere of cooperation toward the common
goals of providing a safe learning environment for students and DISTRICT staff;

WHEREAS, the Parties desire to promote positive relationships between DISTRICT students,
CITY police, and the community;

WHEREAS, the Parties desire to enter into this Agreement for the performance of school
resource officer ("SRO") services described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein,
the Parties agree as follows:

- 1. Description of Services. CITY shall furnish all of the SRO services described in the Scope of Work,
which is attached to this Agreement as Attachment "A" and incorporated herein by this reference
("Services").
2. SRO Cost. In exchange for CITY's completion of the Services, the DISTRICT shall pay the CITY

\$136,500 for actual costs of providing the Services ("SRO Cost"). The CITY shall be compensated only for actual costs of providing the Services described in this Agreement. No additional compensation shall be provided for any other work or services.

- a. The DISTRICT shall pay the SRO Cost as follows: One lump sum (100%) payment for the SRO Cost as specified in this Agreement upon receiving an invoice from the CITY. The CITY will submit the invoice for the SRO Cost for the term of this Agreement to the DISTRICT on or before November 1 for the following school year and be paid in full within 30 days. If the Agreement is terminated as provided herein, the CITY shall remit to the DISTRICT the proportional balance of any unused funds for that school year.
 - b. A failure to timely pay the CITY for the SRO Cost as billed shall relieve the CITY from providing the Services.
3. **Performance.** The CITY will provide one uniformed, regularly appointed, full-time peace officers to act as SROs for the benefit and use by Escondido Union School District, Escondido Union High School District, Escondido Charter, Classical Academy, Calvin Christian School, Grace Lutheran, and Escondido Christian (collectively, "Schools"). Each SRO is, and at all times will be, an employee of the CITY.
- a. **SRO Responsibilities.** Each SRO will, in addition to typical crime-related issues, have the following responsibilities:
 - (1) Make presentations to the Schools as requested;
 - (2) Be the liaison for subject matter experts in specific fields of law enforcement for presentations;
 - (3) Be the liaison of information with intelligence systems and intelligence units for the Schools;
 - (4) Be the liaison of information to other police agencies, including but not limited to school police agencies and agencies with school police officers;
 - (5) Present information internally at the Escondido Police Department in the form of briefing, and ongoing information exchange;
 - (6) Make court appearances on behalf of active cases; and
 - (7) Be a subject matter expert regarding events where students are impacted in any way.
 - b. **SRO Qualifications.** The CITY will provide three SROs for the Schools. Each SRO shall meet the following qualifications:
 - (1) Must have completed probation;
 - (2) Must have obtained a basic P.O.S.T. certificate;
 - (3) Must have a minimum of two years sworn police experience;
 - (4) Must be able to relate to youth in a positive manner;
 - (5) Must possess the personal qualities necessary to be a positive role model;
 - (6) Must have knowledge of all areas of law enforcement;
 - (7) Must possess the personal qualities necessary to effectively work with school administrators and teachers; and
 - (8) Must be able to make effective presentations to students.
 - c. **Schedules, Coverage, and Changes.** The CITY, through the Escondido Police Department, will provide the appropriate SRO coverage at the times it determines are appropriate on all days during which the Schools are in session, provided that the CITY's determination of the times for coverage will be made only after consultation with DISTRICT representatives. The CITY reserves the right to add, delete, or revise the schedule or location for the SRO when appropriate, provided that the CITY will meet and consult with DISTRICT representatives prior to any addition, deletion, or revision to any SRO schedule or location, and provided that no addition, deletion, or revision in SRO coverage shall be made without at least 90 days written

notice to the DISTRICT of the proposed action.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Either Party may terminate this Agreement for any reason upon providing the other Party with 60 days' advance written notice. The Party receiving the 60 days' advance written notice of termination agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
5. Insurance Requirements.
 - a. DISTRICT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Services, including results of such Services by the CITY, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if DISTRICT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) If DISTRICT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by DISTRICT.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage*. DISTRICT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of DISTRICT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors*. If applicable, DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and DISTRICT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

- (6) *Waiver of Subrogation.* DISTRICT hereby grants to the CITY a waiver of any right to subrogation that any insurer of DISTRICT may acquire against the CITY by virtue of the payment of any loss under such insurance. DISTRICT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the DISTRICT, its agents, representatives, employees and subcontractors.
- (7) *Self-Insurance.* DISTRICT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. DISTRICT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, DISTRICT's (i) net worth and (ii) reserves for payment of claims of liability against DISTRICT's are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. DISTRICT's utilization of self-insurance shall not in any way limit the liabilities assumed by DISTRICT pursuant to this Agreement.
- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time DISTRICT executes this Agreement, DISTRICT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage DISTRICT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that DISTRICT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order DISTRICT to stop work under this Agreement and/or withhold any payment that becomes due to DISTRICT until DISTRICT demonstrates compliance with the insurance requirements in this Agreement.
6. Indemnification, Duty to Defend, and Hold Harmless. DISTRICT (including DISTRICT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with the CITY's performance of the Services, except where caused by the sole negligence or willful misconduct of the CITY. All terms and provisions within this Section 6 shall survive the termination of this Agreement.

7. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For DISTRICT: Andrew McGuire
Assistant Superintendent of Business Services
Escondido Union School District
2310 Aldergrove Ave.
Escondido, CA 92029
Telephone: 760-432-2127
Fax: 760-432-6956

For CITY: Edward Varso
Chief of Police
Escondido Police Department
1163 N. Center City Parkway
Escondido, CA 92026
Telephone: 760-839-4706
Fax: 760-839-4921

8. Notice. All notices to be provided under this Agreement by either party to the other shall be in writing and given either by: (a) personal service; (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid; or (c) by facsimile with written and verbal confirmation obtained from the party to whom the notice is addressed. The addresses to which notices are to be provided are specified in Section 7 and may be changed by written notice given in accordance with the notice provisions of this section.
9. Board of Education Authorization. The DISTRICT shall approve this Agreement through action of its Board of Education.
10. Anti-Assignment Clause. DISTRICT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective.
11. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
12. Independent Contractor. No agency or employment relationship is created, expressly or impliedly, by the execution of this Agreement.
13. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and DISTRICT.
14. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and DISTRICT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
15. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

16. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
17. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
18. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
19. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
20. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and DISTRICT shall promptly provide the other Party with notice of any changes to such contact information.
21. Compliance with Laws, Permits, and Licenses. DISTRICT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of DISTRICT to comply with this section.
22. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Edward Varso, Chief of Police

ESCONDIDO UNION SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILI