

AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE GRASS VALLEY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES

THIS AGREEMENT is dated this _____ DAY OF _____, 20____, between the CITY OF GRASS VALLEY, a municipal corporation, having a principal place of business at 125 East Main Street, Gras Valley, California, 95945, hereinafter referred to as “CITY,” and the GRASS VALLEY SCHOOL DISTRICT, whose business address is 10840 Gilmore Way, Grass Valley, California, 95945, hereinafter referred to as “GVSD.” CITY and GVSD may be referred to herein individually as “Party” and collectively as the “Parties.”

WHEREAS, GVSD wishes to obtain the services of a sworn police officer to serve as the school resource officer on its campus; and

WHEREAS, CITY is willing to contract with GVSD for such services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Parties hereto as follows:

1. SCOPE OF SERVICES AND TERM

- A. CITY agrees to provide and dedicate to GVSD a sworn police officer to serve as the School Resource Officer (SRO) for GVSD on GVSD campus. The officer shall serve up to 50% of his/her time on GVSD campus, except during critical incidents or other emergencies, which may arise, which may require his/her presence elsewhere in the city.
- B. Representatives of the CITY and GVSD shall make recommendations for the SRO position to the CITY Chief of Police, who shall assign such officer.
- C. The term of the Agreement shall commence _____ and expire June 30, 2026, unless extended by mutual written consent. Written notice of intent to negotiate an additional extension shall be given by the party desiring such extension no later than March 1, 2026.

2. RESPONSIBILITY OF CITY: OFFICER’S DUTIES

- A. CITY shall administer this contract and provide SRO services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by this reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting truancy, violence, gangs, and drug activity, as well as campus safety. Additional job duties and tasks will be mutually agreed upon by the parties. The allocation of the officer’s time will be mutually agreed upon between a representative of GVSD and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.

- C. CITY shall provide and supervise all personnel, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

3. COMPENSATION

- A. As consideration for providing the services outlined above during the term of this Agreement, GVSD shall reimburse CITY \$60,000 per fiscal year (“Fixed Cost Rate”) as set forth herein:
 - 1. CITY shall submit a quarterly invoice to GVSD.
 - 2. GVSD shall pay such invoice to the City within thirty (30) days of receipt.
- B. Should the Parties extend the Agreement by mutual written consent, the Fixed Cost Rate for the extended term shall increase pursuant to GVSD’s Cost-of-Living Adjustment for the year(s) of the extended term.

4. STATUS OF PERSONNEL UTILIZED

- A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights GVSD may confer on GVSD employees.
- B. CITY shall be solely responsible for all salary, benefits, workers’ compensation, and insurance for CITY employees performing duties under this Agreement, and CITY shall be solely responsible for all supervisory, disciplinary and other employment related purposes for CITY employees performing duties under this Agreement. GVSD shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any CITY personnel performing duties under this Agreement. CITY shall retain the right to exercise its professional control over how it renders services, except as otherwise set forth in this Agreement.
- C. GVSD shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for GVSD.

5. INDEMNITY

To the furthest extent allowed by law, each party (the, “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (the “Indemnified Party”) and each of its officers, agents, employees, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including, but not limited to, personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorneys’ fees and litigation expenses) that arise out of or pertain to the negligence, recklessness, or willful misconduct of the Indemnifying Party, its principals, officers, employees, or agents. The provisions of this Section shall survive termination or suspension of this Agreement.

6. WORKERS COMPENSATION INSURANCE

CITY is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of this contract.

6. NON-DISCRIMINATION

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

8. GOVERNING LAW AND FORUM

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in Nevada County Superior Court.

9. NO THIRD PARTY RIGHTS

The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other party.

10. AGREEMENT INTERPRETATION

The Parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

11. SEVERABILITY

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

12. COMPLETE CONTRACT: MODIFICATIONS

This Agreement is to be read as a whole. This is an integrated agreement that contains all of the terms, considerations, understanding and promises of the parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement. No purported modifications of this Agreement shall be effective unless reduced to writing and mutually signed by authorized representatives of the CITY and of GVSD.

13. TERMINATION OR WITHDRAWAL

Either Party may terminate in whole, its participation in this Agreement for the following school year by providing written notice to the other Party before March 15 of any year.

14. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

To CITY:

Grass Valley Police Department
Attn: Chief Alex Gammelgard
125 East Main Street
Grass Valley CA 95945

To GVSD:

Grass Valley School District
Attn: Andrew Withers, Superintendent
10840 Gilmore Way
Grass Valley, California 95945

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the ____ day of _____, 2022, and authorized the Mayor to execute same on behalf of the City.

“GRASS VALLEY SCHOOL DISTRICT”

“CITY OF GRASS VALLEY”

Andrew Withers,
Superintendent

Ben Aguilar
Mayor, City of Grass Valley

ATTEST

APPROVED AS TO FORM

Taylor Day, Deputy City Clerk

Michael G. Colantuono, City Attorney

ATTACHMENT A
AGREEMENT WITH GRASS VALEY SCHOOL DISTRICT FOR SCHOOL
RESOURCE OFFICER SERVICES

DISTINGUISHING CHARACTERISTICS AND SELECTION

The School Resource Officer (SRO) is an experienced level classification in the police officer rank. Officers involved in these programs do not typically participate in enforcement activities while in the schools, except in case of life-threatening emergency or at the discretion of the supervisor in coordination with the school/District. The selection, appointment, and removal of a SRO will be at the discretion of the Police Department but will be in coordination with and by mutual agreement with the District.

SUPERVISION RECEIVED AND EXERCISED BY

Direct supervision is provided by a police sergeant or lieutenant, with general supervision provided by a police department manager and/or school administrators related to technical school-related subjects.

ROLE OF SCHOOL RESOURCE OFFICER

Be an extension of the district superintendent's officer or site principal's office for assignments consistent with this Agreement.

When on campus, provide immediate and initial response to safety issues that may arise, coordinate additional law enforcement response, and be familiar with all site facilities within the District.

Be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus(es). As to school code violations, the SRO will generally defer to the principal's office for discipline to be meted out by the school officials. The SRO will support the school officials as appropriate/requested.

Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment. This includes building(s), grounds, parking lot(s), and other public-school property.

Share information with the administrator(s) about persons and conditions that pertain to campus safety concerns. The SRO and the school administrator(s) will develop plans and strategies to prevent and/or minimize dangerous situations.

Initiate crime reports for all crimes originating on campus.

Be familiar with helpful community agencies, such as mental health and drug treatment resources among others and coordinate with school staff as to appropriate referrals when necessary.

Be a resource to students, their families, and school district personnel in the form of an information source, problem-solving assistance, and/or referral to appropriate personnel or agencies.

Create and maintain effective working relationships with the community, school district personnel, other law enforcement agencies, and juvenile and social service agencies. The SRO will act as a department liaison with other groups as needed in the course of his or her duties.

Participate as a member of multi-agency or community groups which supports attendance, delinquency prevention, campus safety activities, and other school site safety initiatives.

Make appearances before site councils, parent groups, and other groups associated with the campus as a speaker on a variety of requested topics.

Provide career information and experience opportunities and promote an accurate and positive image of law enforcement in modern society.

Maintain training, equipment, and attire appropriate to fulfill the roles listed above.

DEVELOPMENT OF PROGRAMS

The GVPD shall work in collaboration with GVSD for the continued implementation of youth crime prevention programs, positive social programs for youth and parents, and other programs as mutually agreed upon by the District and GVPD.

COMMITMENT TO MUTUAL COLLABORATION

The GVPD and GVSD are committed to working closely in partnership with one another to ensure the use of the assigned SRO serves the interests of students, staff, parents, the District, and the Police Department. Any requests from either party related to modifications to operational or administrative roles will be mutually agreed upon and based upon a shared vision of the importance of school site and student/staff safety.