

AGREEMENT WITH NEVADA JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES

THIS AGREEMENT is dated this 21st DAY OF July, 2023, between the CITY OF GRASS VALLEY, a municipal corporation, having a principal place of business at 125 East Main Street, Grass Valley, California; 95945, hereinafter referred to as "CITY," and NEVADA JOINT UNION HIGH SCHOOL DISTRICT, whose business address is, 11761 Ridge Road, Grass Valley, California 95945 hereinafter referred to as "NJUHSD."

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

WHEREAS, CITY is willing to contract with NJUHSD 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 NJUHSD a sworn uniformed police officer to serve as the School Resource Officer for NJUHSD on NJUHSD campus. The officer, shall serve 50% of his/her time on NJUHSD 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 NJUHSD 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 July 1, 2023 and conclude June 30, 2027, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional extensions may be negotiated . Notice of intent to negotiate an additional extension shall be given by the party desiring such extension no later than March 1st of each year.

2. RESPONSIBILITY OF CITY: OFFICER'S DUTIES

- A. CITY shall administer this contract and provide school resource officer (SRO) services as set forth in **Attachment A** 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. The allocation of the officer's time will be mutually agreed upon between a representative of NJUHSD and the Chief of Police or his designee. It is the intent of both parties that the SRO's duty hours on NJUHSD campus shall conform to the hours of the school day.

- 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, NJUHSD shall reimburse CITY up to \$60,000 per year as set forth herein:
 - 1. CITY shall submit a quarterly invoice to NJUHSD for the cost of providing the services for the previous quarter. Such invoice will be based on the direct salary and benefit costs of City of Grass Valley Police Officer position.
 - a. The CITY will invoice NJUHSD no more than \$15,000 per quarter.
 - 2. NJUHSD shall pay such invoice to the City within thirty (30) days of receipt of said invoice.

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 NJUHSD may confer on NJUHSD employees.
- B. NJUHSD 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 the manner in which it renders services, except as otherwise set forth in this Agreement.
- C. NJUHSD shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for NJUHSD.

5. INDEMNITY

To the furthest extent allowed by law, each Party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other Party (the "Indemnified Party") and each of its officers, officials, employees, and agents 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. **GOVERNING LAW**

This Contract shall be subject to and interpreted in accordance with the laws of the State of California.

7. **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.

8. **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 representative of the CITY and NJUHSD.

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the ____ day of _____, 20____, and authorized the Mayor to execute same on behalf of the City.

"NJUHSD"

"CITY"



ATTEST

APPROVED AS TO FORM

Taylor Day, City Clerk

Michael G. Colantuono, City Attorney

ATTACHMENT A

AGREEMENT WITH NEVADA JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES

GENERAL:

Under the direction of an assigned supervisor, perform law enforcement services, youth crime prevention programs, intervention in juvenile delinquency and welfare issues, and relationship building and education within the community and on campus.

DISTINGUISHING CHARACTERISTICS:

The School Resource Officer 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.

SUPERVISION RECEIVED AND EXERCISED BY:

Direct supervision is provided by a police sergeant, with general supervision provided by a police department manager.

REPRESENTATIVE ESSENTIAL DUTIES:

Be an extension of the principal's office for assignments consistent with this Agreement.

Be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by the school officials.

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), lockers and other public school property.

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

Report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO.

Be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

Be familiar with helpful community agencies, such as mental health and drug treatment resources among others. Referrals will be made when necessary.

Participate as a member of a multi-agency or community task group, which supports delinquency prevention and campus safety activities as assigned.

Deliver classroom instruction appropriate to their respective positions and training while providing guidance on ethical issues in the classroom setting.

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.

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

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

In the case of incidents requiring enforcement action or official investigation, make referrals to the appropriate police division (Patrol/Investigations) or juvenile or social service agency.

Under the direction of the Chief of Police, 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 their duties, or as designated by the Chief of Police because of the nature of their duties.

Wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

Wear their department authorized duty weapon(s) in accordance with department policy.

KNOWLEDGE, ABILITIES, SKILLS AND QUALIFICATIONS:

The Grass Valley Police Department shall work in collaboration with NJUHSD for the continued implementation of youth crime prevention programs.

