

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is entered into on this 1st day of July 2023, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as “DISTRICT”) and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as “CITY”).

WITNESSETH

WHEREAS, the DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer (“SRO”).

WHEREAS, the DISTRICT and the CITY recognize the benefits of the SRO program to the students of Pacific Grove High School, Pacific Grove Community High School, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School, all located within the City of Pacific Grove jurisdiction, as well as to the residents of Pacific Grove.

WHEREAS, the purpose of the School Resource Officer is to provide specialized police services to the DISTRICT including but not limited to:

- a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and
- b. Improve school-law enforcement collaboration; and
- c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, the CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. TERM

The Term of this Agreement shall be for one year commencing on July 1, 2023, through and including June 30, 2024, unless terminated pursuant to the terms of this Agreement.

2. SCOPE OF SERVICES

The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

- A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Eighty-Two Thousand Two-Hundred and Thirty Dollars (\$82,230) for the SRO, for the Term as stated above.
- B. The CITY shall provide a SRO to the DISTRICT for all of the school days (180 school days) during the Term of this agreement, unless unable due to operational needs.
- C. Time spent by the SRO attending municipal, juvenile court, and/or criminal cases arising from and/or out of the SRO's services as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.
- D. The CITY shall send the DISTRICT an invoice at the beginning of the school year for the total amount set forth in Section 3.A., above.
- E. If the invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, the maximum interest rate permitted by law from the 30th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or their designee shall consult with the Superintendent of the DISTRICT or designee on matters that pertain to this Agreement.
- B. Any complaint against the SRO arising from his or her actions pursuant to this Agreement shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing Department policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party upon 90 days written notice delivered as set forth in this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. The rights and duties herein shall be binding, and inure to the benefit of any successors, permitted assigns, and heirs of the parties.

7. HOLD HARMLESS

- A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees. from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, to the extent to which those acts or omissions are related to the provisions of SRO services by the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation

responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

- B. The DISTRICT agrees to indemnify, defend, and save harmless the CITY. its respective elected and appointed officials, officers, agents, and employees, from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions arising from or related to performance of this Agreement, to the extent caused by the negligence or willful misconduct DISTRICT, its officers or employees when performing services within the Scope of Services set forth in Exhibit A.
- C. Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than \$5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy and may also obtain coverage through an insurance pool.
- D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance under this Agreement. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY'S own cost and expense.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Ralph Porras, Superintendent,
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Cathy Madalone, Chief of Police
Pacific Grove Police Department

580 Pine Avenue
Pacific Grove. CA 93950

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, the DISTRICT or the CITY, to whom it is directed: or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY *at* the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation, or arbitration), venue shall be handled in Monterey County, California.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS, AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations, and agreements either written or oral. This Agreement may be amended or modified only by written instrument signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

13. WAIVER

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CITY and the DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15. HEADINGS

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserves the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT

The CITY and the DISTRICT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

19. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

<p><small>DocuSigned by:</small>  <hr/> <small>18944C7D6E8AD0-69BD-4012-A6DB-BA77AC7DAD91</small> Dr. Ralph Porras, Superintendent</p>	<p>5/8/2023 <hr/> Date</p>
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CITY OF PACIFIC GROVE

<p><u><i>Bill Peake</i></u> <small>Bill Peake (Jun 28, 2023 11:39 PDT)</small> <hr/> Bill Peake, Mayor</p>	<p>Jun 28, 2023 <hr/> Date</p>
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<p><i>Cathy Madalone</i> <hr/> Cathy Madalone, Police Chief</p>	<p>Jun 13, 2023 <hr/> Date</p>
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APPROVED AS TO FORM

<p><u><i>Brian Pierik</i></u> <small>Brian Pierik (Jun 28, 2023 11:37 PDT)</small> <hr/> Brian A. Pierik, City Attorney</p>	<p>Jun 28, 2023 <hr/> Date</p>
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APPROVED AS TO LIABILITY PROVISIONS

<p><i>Tori Hannah</i> <hr/> Tori Hannah, Admin. Services Director</p>	<p>Jun 13, 2023 <hr/> Date</p>
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EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES, DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove or his or her designee, the following Articles shall express the Scope of Services, responsibilities, and duties of the parties.

ARTICLE I

Rights and Duties of the CITY -

The CITY shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

A. The CITY shall assign one regularly assigned police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School.

B. The SRO will have an office at a school campus facility, established and provided by the DISTRICT.

C. The immediate duties and supervision of the SRO shall reside with the Pacific Grove Police Department, which shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours, per school day, with a half hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT.

B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

C. During extended periods when schools are not in session, the SRO will be assigned as needed by their CITY supervisor.

D. TheCITY will ensure the SRO makes it a priority to schedule time off for vacations and floating holidays during periods when school is not in session.

E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's police supervisor. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence. Such time off shall be backfilled by the Department utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and will not represent an onsite presence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel, when available. Such coverage will be provided from regular patrol officers and will not represent a dedicated presence. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

H. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn for special circumstances as approved by the Police Chief or designee.

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when requested by a school or DISTRICT administrator on such topics as the role of policing in the community, drug and alcohol abuse prevention, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

D. Participate in discussions during class to establish rapport with students, when requested by school administrator or Superintendent or designee.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, will notify the school principal, DISTRICT Safety Director, or Superintendent or designee as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the DISTRICT reasonably requests to be reported. This may include interviewing suspects or victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DISTRICT Policies, Police Department Procedures and Policies and legal requirements with regards to such interviews.

G. Obtain prior permission, advice and guidance from the District Safety Director and school administrators before enacting any program with the school.

H. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.

I. Assist the District Safety Director, administrators, faculty and staff with addressing violations of DISTRICT policies when appropriate. However, the SRO shall not be expected or asked to detain or take into physical custody any student who has only violated a DISTRICT policy or code of conduct. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunch room duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.

J. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.

K. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.

L. Every effort will be made by the SRO to maintain detailed, accurate and up to date records as required by the CITY, . Pursuant to Public Records Act (Gov. Code §§ 6250, et. seq.) any responsive records maintained by the SRO may be accessible to the DISTRICT upon written request.

M. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.

N. Work cooperatively with DISTRICT to address juvenile delinquency issues, truancy, and problems within the DISTRICT as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.

O. Upon request, attend parent, faculty, student, administration, and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support, when available.

P. Provide information regarding community programs so that proper referrals can be made, and appropriate assistance accessed and refer students to school counselors as needed. These programs may include mental health programs, drug treatment programs, anti-bullying programs, etc. The SRO, after consulting with the school administrator, may make referrals to such agencies when necessary, thereby acting as a resource person to the students, staff, faculty and administration. Referral guidelines shall be determined by school administration.

Q. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order. 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.

R. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

S. Perform other duties which will promote the purposes of the SRO program, and which are mutually agreed upon by the DISTRICT and CITY.

T. Any additions to the above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent, or their designee.

U. Sign in at all school sites in the main office, with the time, date and purpose, so as to support the DISTRICT in maintaining metrics of efficiency.

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and shall provide the SRO with access to records which are deemed necessary by the DISTRICT, as permitted by law. The SRO shall maintain confidentiality of the records in accordance with law. The SRO shall confer with the school administrators/principal concerning confidentiality of records whenever necessary.
2. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.
3. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students who are currently suspended, expelled, excluded from extracurricular activities, or students or adults who are not supposed to be on or near the campus, to include any students who participate in an independent study program, or other off campus programs that do not require their presence on the school site.

ARTICLE IV

Appropriations -

The obligations of each party under this Agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer -

The SRO shall remain an employee of the CITY at all times while providing SRO services to the DISTRICT and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for their behavior or conduct while at the school. The Superintendent or designee has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT'S policies or other questionable behavior on the part of the SRO to the Chief of Police or to the Police Commander of the Pacific Grove Police Department.

Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII

Dismissal of School Resource Officer; Replacement –

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing their duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, as soon as practical, notify the Chief of Police of their recommendation. The Chief of Police, and/or designee shall meet with the DISTRICT Superintendent or designee to mediate or resolve any problems which may exist. If, within a reasonable amount of time after the commencement of such meeting, the problem cannot be resolved, the police officer assigned to the SRO position shall be removed from the program.
2. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall provide a permanent replacement for the SRO as soon as practical.