AGREEMENT BETWEEN THE CITY OF COSTA MESA AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM FOR THE COSTA MESA HIGH SCHOOL AND ESTANCIA HIGH SCHOOL ZONES

This Agreement ("AGREEMENT"), entered into this 1st day of July, 2016 (Effective Date) by and between the CITY of COSTA MESA, a municipal corporation ("CITY") and the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("DISTRICT") is made in light of the following:

MISSION STATEMENT

It is the stated goal of this agreement to have a working partnership between the CITY and the DISTRICT so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

RECITAL

A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

B. DISTRICT is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.

C. DISTRICT is in need of special services available through the School Resource Officer Program (the special services are described in Section 2 and are referred to collectively as the "Services").

D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.

E. CITY employs sworn peace officers specially trained, experienced and competent to provide the Services and CITY is willing to provide Services to DISTRICT on the terms and in the manner provided in this AGREEMENT.

F. CITY and DISTRICT are joining together in a collaborative effort to provide School Resource Officers ("SRO's"). The SRO's primary assignments are to work with the school communities to help provide a safe and secure environment for all. The SROs will spend a minimum of 75% of their time allocated in this agreement in and around the assigned schools.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on July 1, 2016 , the Effective Date and continue for a period of one (1) year, ending on June 30, 2017, unless previously terminated as specified in Section 7.

2. CITY SERVICES

a. **Services - General.** The program shall consist of the CITY providing two (2) full time sworn officers with the Costa Mesa Police Department ("CMPD") to the function of School Resource Officers ("SRO's"). The SRO's shall perform services under the supervision and control of the Costa Mesa Chief of Police ("Chief of Police"). The type and manner of performance of the Services should promote safety in the learning environment. The Services contemplated by this AGREEMENT are limited to the NMUSD schools located within the CITY Costa Mesa High School ("CMHS"), Estancia High School ("EHS"), Early College High School, TeWinkle Middle School, and any Elementary Schools in need of SRO presence.

b. **Services - Mandatory.** CITY shall perform the following services:

i. Establish and maintain a liaison between DISTRICT personnel, CMPD personnel, and elements of the juvenile justice system.

ii. Serve as a resource to DISTRICT employees such as administrators, faculty and security personnel as well as students and their guardian(s) on all law enforcement-related issues including crime prevention and investigations.

iii. One SRO will be assigned to CMHS and one SRO will be assigned to EHS. The SRO's will share the responsibility of providing Services described in Paragraphs (i) and (ii) to TeWinkle Middle School and the other schools in the CITY, subject to the discretion of the Chief of Police to make assignment changes.

c. **Services - Discretionary.** CITY may, in the sole discretion of the SRO and/or his/her supervisor, perform the following services:

i. Conduct patrol activity in and around the designated campuses.

ii. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

d. **Services - Security.** The Services performed by SRO's pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT.

3. DISTRICT DUTIES

In addition to other duties specified in this AGREEMENT, DISTRICT shall do the following:

a. **Staff Liaison.** DISTRICT designates its Director of Student and Community Services, or an alternate as designated by the Superintendent, as a liaison to the CMPD to facilitate communication between DISTRICT personnel and the SRO's and coordinate the SRO's activities with DISTRICT activities and events.

b. **District Personnel - Cooperation.** DISTRICT personnel shall cooperate with the SRO's to facilitate the performance of Services pursuant to this AGREEMENT.

4. OPERATIONAL PROCEDURES

a. **Uniformed SROs.** The SRO will perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to CMPD policies and practice.

b. **Services - Timing.** CITY shall schedule each SRO assigned to DISTRICT with each SRO providing services four (4) days a week and ten (10) hours each day. CITY shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant CITY personnel policies or labor agreement, CITY shall use its best efforts to schedule SROs so that at least one (1) of the two (2) SROs is on duty each day that school is in session and that each SRO can be present during special school activities. On the days that there is one SRO on duty during the week, he/she shall serve as the SRO for both CMHS and EHS and will also be available to assist, if needed, Tewinkle Middle School or any other school in the CITY.

5. FUNDING

a. **Personnel.** CITY shall provide SRO's for Services required by this AGREEMENT in accordance with the CITY's employment procedures and conditions.

b. **Funding of Personnel.** CITY, in its sole discretion, shall determine which SRO's will be assigned to perform the Services. DISTRICT shall pay CITY fifty percent (50%) of the total compensation paid each SRO under this Agreement, as invoiced by CITY to DISTRICT. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as modified from time to time, during the Term.

c. **Funding - Supplemental Services.** DISTRICT may request in writing that CITY provide additional services (services in addition to those performed during the normal four [4] day, ten [10] hour work week) by an SRO during evening or weekend events such as PTA meetings, Back-to-School Nights, Open House(s), sporting event(s), dance(s), prom(s) or other DISTRICT-sponsored events. CITY shall use its best efforts to provide the requested services by the SRO assigned to the campus at which the event or activity is scheduled. DISTRICT shall pay CITY all costs that CITY incurs in providing additional services as requested by the District representative, with the understanding that CITY is generally required to pay SRO's at least one and one-half (11/2) times their regular rate of pay for overtime.

d. **DISTRICT Payments.** DISTRICT shall pay CITY the invoiced cost under the terms of this AGREEMENT within thirty (30) days of receipt of the invoice submitted no earlier than sixty (60) days after the Effective Date. Thereafter, DISTRICT shall pay upon receipt of invoices submitted quarterly (starting ninety [90] days after initial invoice). DISTRICT shall pay for supplemental services within thirty (30) days of receipt of an invoice form CITY.

6. SPECIAL PROVISIONS

a. **Selection of SRO(s).** The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidates. The Chief of Police, in his sole discretion, shall select the SRO's. The Chief of Police shall consider input from the DISTRICT representative as to the selection of the SRO's, but the Chief of Police's decision shall be final.

b. **Special Events.** The School Resource Officer Program shall not supplant or alter the existing DISTRICT practice of hiring CMPD personnel for the purpose of policing special events. However, if the DISTRICT has requested the SRO's presence at an event, or requested supplemental services to be provided by the SRO, he/she may be used as one SRO hired to police a special event at his/her assigned campus.

c. **Grant Administrative Requirements.** The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

7. TERMINATION.

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other Party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

8. INDEMNIFICATION

a. **District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this Agreement. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.

b. **CITY Obligations.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with CITY's negligent performance of this Agreement. CITY assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT.

9. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE / REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT.

CITY Chief of Police
Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

DISTRICT Chief Business Official (CBO)
Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

11. NO THIRD PARTY BENEFICIARY

This AGREEMENT, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

12. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This AGREEMENT may be modified only in

writing, and signed by the parties in interest at the time of such modification. The terms of this AGREEMENT shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this AGREEMENT.

13. ATTORNEY'S FEES

In the event that litigation is brought by any Party in connection with this AGREEMENT, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

14. GOVERNING LAW

This AGREEMENT shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this AGREEMENT, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

15. AMENDMENTS

Only a writing executed by the parties hereto or their respective successors and assigns may amend this AGREEMENT.

16. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed.

CITY OF COSTA MESA
A Municipal Corporation

By: _____ Date: 10/07/16
Mayor

By: _____ Date: 9/27/16
Chief Executive Officer (CEO)

NEWPORT-MESA SCHOOL DISTRICT

By: _____ Date: 8-23-2016
President, Board of Education

By: _____ Date: 8/23/16
Superintendent

ATTEST:

_____ Date: 10/07/16
City Clerk, City of Costa Mesa

CITY: APPROVED AS TO FORM:

_____
City Attorney
City of Costa Mesa

CITY: APPROVED AS TO CONTENT:

_____
Chief of Police
Costa Mesa Police Department

DISTRICT: APPROVED AS TO FORM:

_____
Spencer Covert, Attorney
Parker & Covert
General Counsel for Newport-Mesa Unified School District

Officer Torres

School Resource Officer
Total Compensation July 1st, 2016 through June 30th, 2017

July 2016 through June 2017	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total Compensation
Monthly Salary	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	
Other Comp	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	
Medical	631	631	631	631	631	631	631	631	631	631	631	631	
Medicare	165	165	165	165	165	165	165	165	165	165	165	165	
Retirement	5,615	5,615	5,615	5,615	5,615	5,615	5,615	5,615	5,615	5,615	5,615	5,615	
Bilingual	496	496	496	496	496	496	496	496	496	496	496	496	
Unemployment	11	11	11	11	11	11	11	11	11	11	11	11	
Workers Comp	704	704	704	704	704	704	704	704	704	704	704	704	
General Liability	298	298	298	298	298	298	298	298	298	298	298	298	
Total Monthly Comp	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$18,158	$217,899

Retirement Calculation	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Monthly Salary	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101
3%	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03
Comp/Biling/holiday	1,683	1,683	1,683	1,683	1,683	1,683	1,683	1,683	1,683	1,683	1,683	1,683
misc - uni pay	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93
Total Retirement	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**	**11,095**
Employer Rate 50.611%.	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09	5,615.09
Retirement Cost by the City	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**	**5,615**

Officer Beckner

School Resource Officer
Total Compensation July 1st, 2016 through June 30th, 2017

July 2016 through June 2017	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total Compensation
Monthly Salary	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	
Other Comp	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	
Medical	631	631	631	631	631	631	631	631	631	631	631	631	
Medicare	158	158	158	158	158	158	158	158	158	158	158	158	
Retirement	5,357	5,357	5,357	5,357	5,357	5,357	5,357	5,357	5,357	5,357	5,357	5,357	
Bilingual	0	0	0	0	0	0	0	0	0	0	0	0	
Unemployment	11	11	11	11	11	11	11	11	11	11	11	11	
Workers Comp	673	673	673	673	673	673	673	673	673	673	673	673	
General Liability	298	298	298	298	298	298	298	298	298	298	298	298	
Total Monthly Comp	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$17,365	$208,383

Retirement Calculation	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Monthly Salary	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101	$9,101
3%	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03	273.03
Comp/Biling/holiday	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172
misc - uni pay	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93	37.93
Total Retirement	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**	**10,584**
Employer Rate 50.611%.	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53	5,356.53
Retirement Cost by the City	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**	**5,357**