

**SCHOOL COMMUNITY POLICING OFFICER PROGRAM  
AGREEMENT**

**THIS AGREEMENT** is made by and between the **City of Watsonville, a municipal corporation**, hereinafter called “**City,**” and the **Pajaro Valley Unified School District**, hereinafter called “**District.**”

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**WITNESSETH**

**WHEREAS**, both City and District wish to provide one school-community policing officer based at Watsonville High School and the District has agreed to reimburse the City in the amount of Seventy Seven Thousand, Three Hundred and Ninety One Dollars (\$77,391) from November 29, 2021 to June 3, 2022, and City agrees to provide one full

time police officer assigned to Watsonville High School, 250 East Beach Street, Watsonville, California; and

**WHEREAS**, it is necessary for the parties hereto to delineate their responsibilities with respect to the services provided herein and to one another.

**NOW, THEREFORE**, for and in consideration of the covenants herein contained, the parties hereto agree as follows:

## **1. RESPONSIBILITIES OF THE CITY.**

City agrees to undertake certain activities during the term of this Agreement as follows:

- (a) To employ and assign one full time sworn police officer for a period of one school year commencing November 29, 2021 to June 3, 2022, one officer assigned to Watsonville High School for Seventy Seven Thousand, Three Hundred and Ninety One Dollars (\$77,391) in an effort to provide a safe school environment on campus, maintain order on campus and areas adjacent to campus;
- (b) To work with District partners in the delivery of law enforcement-related prevention activities, including school-community policing strategies, gang-awareness, and School Safety Days;
- (c) To participate and support the District's School Attendance Review Board and serve as a liaison between school district and local police department.
- (d) To support the District in the improvement of the School Average Daily Attendance (ADA) rate and reduction of the Truancy rate.
- (e) To investigate crimes that occur on campus;
- (f) To investigate crimes near the campus that involves students and is related to their attendance at the school;
- (g) To properly equip, train, supervise, and pay all salary and benefits of, said police officer;

To provide District with bimonthly invoices at least thirty (30) days in advance of

the date payment is due.

## **2. RESPONSIBILITIES OF DISTRICT.**

District agrees to undertake certain activities during the term of this Agreement as follows:

- (a) To coordinate all services of the assigned police officer through the City's Chief of Police, or designee;
- (b) To accept the City's determination for (1) the assignment of the sworn police officer, provided, however, that District may participate in the selection process and provide input to the Chief of Police concerning the assigned police officer.
- (c) To designate a District employee to work directly with City's Chief of Police, or designee, and assigned police officer.

## **3. METHOD OF PAYMENT.**

At least thirty (30) days in advance of the commencement of the term of this Agreement and before the anniversary date thereafter, City shall furnish to District a statement of the amount due for reimbursement during the upcoming year. The amount for this Agreement shall be Seventy Seven Thousand, Three Hundred and Ninety One Dollars (\$77,391). District shall pay City within forty-five (45) days of the date of each bimonthly invoice issued by City.

## **4. TERM OF AGREEMENT.**

This Agreement shall remain in effect unless cancelled by either party within sixty (60) days of receipt of the amount due for reimbursement as stated in Section 3 entitled Method of Payment. In the event this Agreement is terminated prior to the term hereof due to lack of funds from the Program, City shall not be required to provide the services herein and shall not be entitled to reimbursement for services performed after the date

of termination.

## **5. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written consent of the other.

## **6. MUTUAL INDEMNIFICATION.**

(a) District shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the negligent performance or attempted negligent performance of the provisions hereof, including but not limited to any negligent act or omission to act on the part of District or its agents, officers, or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of City.

(b) City shall defend, indemnify and save harmless District from any and all claims, demands, damages, costs, expenses, or liability occasioned by the negligent performance of the provisions hereof by City, including but not limited to any negligent act or omission to act on the part of City or its agents, officers or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of District.

## **7. INDEPENDENT CONTRACTOR.**

Both parties hereto in performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another.

City's employees are not employees of the District and are not entitled to any of the rights, benefits or privileges of District employees including, but not limited to, medical or worker's compensation insurance.

## **8. PROOF OF INSURANCE.**

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence, (ii) a policy of workers compensation providing statutory coverage and (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising out of the Agreement. Upon request, each party to this agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

#### **9. MODIFICATION OF AGREEMENT.**

This Agreement may be modified only by a written amendment signed by both parties hereto.

#### **10. LAW GOVERNING.**

The laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement, shall be filed and maintained in the Superior or Municipal Court for the County of Santa Cruz, California. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to the costs of suit and attorney fees.

#### **11. ENTIRE AGREEMENT.**

This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

**12. NOTICES.**

All notices shall be personally served or mailed, postage prepaid, to the following address, or to such other addresses as may be designated by the parties:

**CITY:**

City Clerk's Office  
City of Watsonville  
275 Main Street, 4<sup>th</sup> Floor  
Watsonville CA 95076  
(831) 768-3040

**DISTRICT:**

Superintendent  
Pajaro Valley Unified School District  
294 Green Valley Road  
Watsonville CA 95076  
(831) 786-2135

**IN WITNESS WHEREOF**, the City and District have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF WATSONVILLE**

BY: \_\_\_\_\_  
Matthew D. Huffaker, City Manager

**PAJARO VALLEY UNIFIED  
SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Dr. Michelle Rodriguez, Superintendent

ATTEST:

\_\_\_\_\_  
Beatriz V. Flores, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan J. Smith, City Attorney

## MEMORANDUM OF UNDERSTANDING

### I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to provide clear guidelines to ensure that the City of Watsonville (City) and Pajaro Valley Unified School District (District) have a shared understanding of the role and responsibilities of the School Resource Officer ("SRO").

The SRO is an employee of the City and contracted by District for the school year of 2021-2022 as a component of school's overall safety plan.

The SRO's role within the school environment is to promote a safer environment and foster a positive relationship between youth and law enforcement.

The SRO will conduct criminal investigations when necessary and assist District in promoting safe schools and provide a law enforcement resource should serious incidents take place at the school. It is not the SRO's role to enforce school discipline or to punish students.

SRO involvement in a school-based infraction shall be limited to criminal incidents or conduct posing a serious and immediate threat of injury to an individual within the school community.

District's responsibility is to administer school discipline. School-based infractions should not be addressed using justice-system intervention.

District will maintain clear, direct, and effective communication with SRO, City Chief of Police or other designees that may be assigned to provide services.

II. Services to be Provided by City

The SRO provides a specialized service (Law Enforcement) specifically to the school's staff, students, administration, and facilities which are part of the services provided by the District to the school's students and parents. The regular duty hours of the SRO shall be on a full-time basis of eight (8) hours per day, Monday to Friday from the hours of 7:30 a.m. to 3:30 p.m., when District is in regular session.

- A. The SRO's purpose and roles are to promote a safe, efficient, and beneficial learning environment for District through:
1. Establishing and maintaining strong interpersonal relationships with District administration, staff and students;
  2. Maintaining high visibility, open communication and impactful interactions as a means of empowering staff to teach effectively in a safe learning environment;
  3. Provide presentations of relevant information, materials and trainings to administration, staff, students and parents as a means of empowering all to make educated, confident, and well-planned decisions;
  4. Maintaining clear, direct, and effective communications between the City and District.
- B. As a representative of the City, the SRO will maintain a professional appearance to include:
1. Well kept, cleaned, and pressed class "B" uniform or an agreed upon school attire.
  2. Clean, maintained, and operable duty equipment:
    - a. Duty gear
    - b. Patrol vehicle
  3. Adherence to the City's grooming standards.

- C. As a representative of the City, the SRO will maintain his/her responsibilities to the City which include but are not limited to:
1. Attending necessary and/or required trainings (California State POST required certifications, Office required trainings and additional schools related to SRO duties, training updates and continued education);
  2. Attending SRO meetings (as decided by City Chief of Police or designee) for purposes of maintaining communication, training and relevant information for District;
  3. Attend required City Operational meetings;
  4. The SRO may be pulled away or reassigned from his/her duties as SRO without notice to the District in extreme circumstances such as public emergencies, disasters, or critical incidents.

D. School Safety Coordination with District

1. The SRO will work directly with Principal and District to:
  - a. Address safety concerns on campus;
  - b. Address criminal activities/concerns and conduct appropriate investigations;
  - c. Actively participate in meetings to address individual student needs and interventions.
2. Campus Safety and Security Checks

The SRO will conduct routine campus security checks to include:

  - a. Foot and vehicle patrol;
  - b. Bathroom checks;
  - c. Monitor parking lots;
  - d. Maintain presence and high visibility during all morning student drop-offs and afternoon pick-ups;

- e. Maintain communications via school's portable hand pack radios;
- f. Provide first aid and emergency service as needed.

### III. Staffing After-Hour Events

SRO duties, of the kind performed by the SRO in their normal course of duty, at events sponsored or sanctioned by District, typically falling outside the hours of 7:30 a.m. to 3:30 p.m. from Monday to Friday, are referred to herein as "after-hour events".

#### A. Scheduling and Compensation

1. The SRO's regular working hours may be adjusted on a situational basis with the approval of the City Chief of Police. These adjustments may be to attend District sponsored or sanctioned events, requiring the presence of a law enforcement officer.
2. All requests for SRO staffing of after-hour events shall be submitted in writing to the City at least two (2) weeks (14 calendar days) prior to the date the after-hour event is scheduled to take place. District shall indicate if the SRO is required to wear a uniform for the after-hour event. The SRO may then plan accordingly and adjust his/her work schedule to accommodate District's request if the assigned SRO so chooses.
3. If the SRO elects not to adjust his/her work hours, the after-hour event request will be forwarded to other sworn officers to consider working additional work hours. The District shall pay the City the actual costs for providing the services.
4. City will notify District at least one (1) week (7 calendar days) prior to the date of the scheduled after-hour event if an Officer has elected to staff the after-hour event. An Officer is not guaranteed to staff after-hour events as it depends on their decision to work additional hours.

**Watsonville High School Policing Services**

**School Year 21-22**

**November 29, 2021 - Jun 3, 2022**

| <b>Cost of Policing Services</b>       |                     |
|--|---------------------|
| Salary                                 | \$ 132,348.32       |
| Benefits                               | \$ 44,076.57        |
| Total                                  | \$ 176,424.89       |
| Weighted Hourly Rate                   | \$ 84.82            |
| 110 Days of School x 8 Hours (880 hrs) | \$ 74,641.30        |
| Vehicle Cost                           | \$ 2,750.00         |
| <b>TOTAL</b>                           | <b>\$ 77,391.30</b> |