

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
NATIONAL SCHOOL DISTRICT**

THIS AGREEMENT (“Agreement”) is entered into on this 1st day of July, 2022 (“Execution Date”), by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and the NATIONAL SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (hereinafter the “DISTRICT”). The CITY and the DISTRICT may be individually referred to herein as a “Party” or may be collectively referred to herein as the “Parties.”

R E C I T A L S

WHEREAS, the Parties desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the DISTRICT and the CITY through the protection of life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

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

1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall become effective on the date of approval of this Agreement by the DISTRICT’s Governing Board (“Board”) (“Effective Date”). The duration of this Agreement is for the period from the Effective Date through June 30, 2024 (“Term”), unless terminated earlier as provided herein. Completion dates or time durations for specific portions of the project are set forth in the Scope of Services and Payment, attached hereto as Exhibit “A” and incorporated herein by reference.

This Agreement may be extended, upon the same terms and conditions, for three (3) additional one (1) year terms, only by a document in writing executed by both Parties.

2. **SCOPE OF SERVICES.** The Parties agree to perform the services set forth in Exhibit “A”, in accordance with all terms and conditions contained herein.

3. **PURPOSE AND OBJECTIVES OF THE SCHOOL RESOURCE OFFICER PROGRAM.** The mission of the School Resource Officer (“SRO”) program is to create and maintain a safe, secure, and orderly teaching and learning environment for all DISTRICT students and staff. In achieving this mission, the SRO program will focus on the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning an SRO employed by the National City Police Department (“NCPD”) DISTRICT facilities during the Agreement’s Term, as described herein and within Exhibit “A”.

4. **PROJECT COORDINATION AND SUPERVISION.** The CITY’s Community Services Sergeant is designated as the Project Coordinator for the CITY and will monitor the

progress and execution of this Agreement. The DISTRICT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement. The DISTRICT's Director of Student Support Services is designated as the Project Director for the DISTRICT.

5. **COMPENSATION AND PAYMENT.** The total compensation from the DISTRICT to the CITY shall be a flat fee of two hundred and three thousand, seven hundred and sixty-three dollars (\$203,763) each year for the period of July 1, 2022 through June 30, 2024.

6. **ACCEPTABILITY OF WORK.** Either Party may request an informal meeting to discuss any concern regarding compliance with a Party's respective role(s) listed in Exhibit "A". To the extent reasonably possible, Parties agree in good faith to conduct such meeting no later than ten (10) business days after said request.

7. **INDEPENDENT CONTRACTOR.** Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the DISTRICT nor the DISTRICT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

8. **CONTROL.**

8.1 Neither the DISTRICT nor its Board, officers, agents, employees, consultants, or representatives shall have any control over the conduct of the CITY or any of the CITY's officers, agents, or employees, except as herein set forth or as otherwise required by law, and the CITY or the CITY's officers, agents, or employees are not in any manner officers, agents, or employees of the DISTRICT, it being understood that the CITY, its officers, agents, and employees are as to the DISTRICT wholly independent, and that the CITY's obligations to the DISTRICT are solely such as are prescribed by this Agreement.

8.2 Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the DISTRICT or any of the DISTRICT's Board, officers, agents, employees, consultants, or representatives, except as herein set forth or as otherwise required by law, and the DISTRICT or the DISTRICT's Board, officers, agents, employees, consultants, or representatives are not in any manner officers, agents, or employees of the CITY, it being understood that the DISTRICT, its Board, officers, agents, employees, consultants, and representatives are as to the CITY wholly independent, and that the DISTRICT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.**

9.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state and federal statutes and

regulations, and all applicable ordinances, rules, and regulations of the CITY, whether now in force or subsequently enacted.

9.2 The CITY, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state, and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the DISTRICT, whether now in force or subsequently enacted.

10. **LICENSES, PERMITS, ETC.** Each Party represents and covenants that it and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its respective profession. Each Party represents and covenants that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for it to practice its profession.

11. **STANDARD OF CARE.**

11.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the DISTRICT's trade or profession currently practicing under similar conditions and in similar locations.

11.2 The CITY, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY's trade or profession currently practicing under similar conditions and in similar locations.

12. **NON-DISCRIMINATION PROVISIONS.**

12.1 The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

12.2 The CITY shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CITY will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CITY agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

13. **CONFIDENTIAL INFORMATION.**

13.1 The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law, including applicable student privacy laws. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

13.2 DISTRICT believes, and by ratifying this Agreement determines, that providing safe school sites for children to learn is a legitimate educational interest. Thus, if and only if it is required to provide for the safety and security of school sites, the SRO may have direct access to student records, as authorized by 34 Code of Federal Regulations part 99.31(a)(1)(i)(A)-(B). In accordance with the statute, SRO shall be under the direct control of the DISTRICT with respect to the use and maintenance of education records and shall be subject to the re-disclosure requirements of 34 Code of Federal Regulations part 99.33. The assigned SRO shall sign an acknowledgment of these conditions, substantially in the form of the Use of Educational Records Form, attached hereto as Exhibit "B" and incorporated herein by reference, prior to the start of his, her or their assignment. Without limiting its applicability in any way, the Parties specifically acknowledge that the indemnity, defense, and hold harmless provisions of Section 16 to this Agreement shall apply to student record access under this Section.

14. **NO INDEPENDENT BASIS FOR LIABILITY.**

14.1 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The CITY's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14.2 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the DISTRICT to either the CITY or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The DISTRICT's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

15. **INDEMNIFICATION AND HOLD HARMLESS.**

15.1 Notwithstanding any other provision of this Agreement, DISTRICT agrees to indemnify, defend, and hold CITY, its officers, officials, agents, employees, and volunteers free and harmless against and from any and all claims, demands, suits, actions, causes of action,

proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of DISTRICT, its Board, officers, agents, employees, consultants, and representatives arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of the CITY. If obligated to indemnify, defend, or hold harmless CITY under this Agreement, DISTRICT shall reimburse CITY for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek CITY's approval of any settlement that could adversely affect CITY, its officers, officials, agents or employees.

15.2 Notwithstanding any other provision of this Agreement, CITY agrees to indemnify, defend, and hold DISTRICT, its Board, officers, agents, employees, consultants, and representatives free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of CITY, its officers, officials, agents, employees, and volunteers arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of DISTRICT. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, CITY shall reimburse DISTRICT for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. CITY shall seek DISTRICT's approval of any settlement that could adversely affect DISTRICT, its Board, officers, agents, employees, consultants, and representatives.

15.3 The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **INSURANCE.**

Each Party, at its sole cost and expense and for the full Term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The Parties must provide an affidavit of self-insurance, or pooled insurance if any.

16.1 **Comprehensive General Liability.** A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

Premises Operations

Blanket Contractual

Personal Injury

16.2 **Workers' Compensation and Employers' Liability.** A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the Party.

This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

This policy shall also provide coverage of One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

16.3 **Comprehensive Business Auto.** A policy with a minimum of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

16.4 **Special Provisions.** The foregoing requirements as to the types and limits of insurance coverage are to be maintained by the Parties, and any approval of said insurance by the other Party, or its insurance consultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by each Party pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

Both Parties, prior to the commencement of this Agreement, shall provide the other Party with an insurance endorsement naming the other Party, its elected officials, employees, and agents additional insureds on the General Liability Policy. Those Parties that provide coverage through a Joint Powers Polling Authority shall provide evidence naming the other Party as an additional covered Party in lieu of providing an additional insured endorsement.

17. **LEGAL FEES.** If any Party brings a suit or action against the other Party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including attorneys' fees.

17.1 For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party shall, in addition, be limited to the amount of attorney's fees incurred by the other Party in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, upon thirty (30) business days' written notice to the other Party.

19. **NOTICES.** All notices, consent, or other communications required or permitted hereunder shall be in writing, and may be personally delivered; sent by overnight mail (Federal Express or the like); sent by registered or certified mail, postage prepaid, return receipt requested; sent by ordinary mail, postage prepaid; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax. Such notices, consent, or other communications shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service; (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To DISTRICT: Chief Financial Officer
National School District
1500 N Avenue
National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **MISCELLANEOUS PROVISIONS.**

20.1 **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state, legal, or DISTRICT holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, legal, or DISTRICT holiday.

20.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

20.3 **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

20.4 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

20.5 **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

20.6 **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

20.7 **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

20.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20.9 **Audit.** If this Agreement exceeds Ten Thousand Dollars (\$10,000), the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.

20.10 **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of any Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

20.11 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

20.12 **Construction.** The Parties acknowledge and agree that (i) each Party is of equal bargaining strength, (ii) each Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each Party and such Party's counsel and advisors have reviewed this Agreement, (v) each Party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or 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 portions hereof, or any amendments hereto.

20.13 **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or is otherwise inconsistent

with applicable law, then, upon the request of either Party, the Parties shall promptly meet and confer to determine how to amend the affected term or terms of this Agreement in a manner consistent with the applicable law, but, in any event, all parts of this Agreement not affected shall remain in full force and effect.

20.14 **Authority.** The person signing this Agreement for the DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the DISTRICT. The person signing this Agreement for the CITY hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the CITY.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.


CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

NATIONAL SCHOOL DISTRICT

By: _____
(Name) 
Arik Avanesyans
(Print)

Assistant Superintendent Business Services
(Title)

Board approval: 6/22/2022

EXHIBIT "A"

1. SCOPE OF SERVICES AND PAYMENT

MISSION STATEMENT: It is the mission of the National School District ("DISTRICT") and the City of National City ("CITY"), to provide a safe, secure, orderly teaching and learning environment for all students and staff within the DISTRICT and the City through the protection of life and property. The CITY and the DISTRICT may be individually referred to herein as a "Party" or may be collectively referred to herein as the "Parties."

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts, and traffic violations in CITY are priorities to both the DISTRICT and the CITY.

Both the DISTRICT and the CITY believe that campus security is enhanced by the presence of police officers and that police officers on campus also help improve relations between the police officers and youth in our community.

The DISTRICT and the CITY agree to work together to provide the presence of a uniformed police officer as a School Resource Officer ("SRO") on DISTRICT's school campus(es) to help maintain a secure environment in and around DISTRICT's schools.

The DISTRICT and the CITY agree to annually work together to monitor calls for service on school campuses, as well as around school campuses during school hours when the calls are deemed to be a concern or threat to the students, staff, or school property. The calls for service data may be used to assist in determining the ongoing value of the SRO program to both Parties.

To this end, the Parties agree to the following respective roles and responsibilities pursuant to the Agreement:

DISTRICT's ROLE: The DISTRICT agrees to:

1. Coordinate scheduling with the SRO and the assigned National City Police Department ("NCPD") supervisor.
2. Schedule annual safety orientation meetings at all schools for stakeholders.
3. Schedule annual safety orientation parent meetings at all schools.
4. Provide adequate space for the SRO to carry out non-classroom duties.
5. Provide regular feedback to the law enforcement agency concerning the performance of the SRO.
6. Permit the SRO access to the playground and cafeteria to allow for informal interaction with the students.
7. Provide audio-visual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.

8. To the extent DISTRICT has actual knowledge, report all criminal activity occurring on or about school campuses and all criminal activity involving students to the NCPD.
9. DISTRICT shall comply with the notification and other requirements of Education Code section 48902, which provides:
 - (a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.
 - (b) The principal of a school or the principal's designee shall, within one schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school DISTRICT in which the school is situated of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900.
 - (c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.
 - (d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.
 - (e) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g et seq.)

If notification is provided as discussed above, and no juvenile or criminal charges are to be filed and no administrative action is to be taken by the school

administration/DISTRICT office, the contraband shall be confiscated by the SRO according to NCPD policy and properly disposed of.

10. Develop procedures to handle campus safety issues.
11. Establish and follow procedures for referring police involvement.
12. Abstain from calling upon the SRO for enforcement duties while they are involved in classroom presentations except in emergencies.
13. Remit payment to the CITY for the Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY shall be the flat fee of two hundred and three thousand, seven hundred and sixty-three dollars (\$203,763) each year for a period of July 1, 2022 through June 30, 2024, upon invoicing, following the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The parties may exercise up to three (3), one year extensions. Any extension of this Agreement must be approved in writing by the Chief of Police, and the DISTRICT.
 - (b) Each invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement and shall contain an invoice number. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice. The total combined amount for the First Payment Term invoice and Second Payment Term invoice shall not exceed the NTE Amount for the Term.
14. In the event that the Parties mutually agree to an extension in accordance with the Agreement ("Extension Term"), DISTRICT shall remit payment for the Extension Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY for each Extension Term is not-to-exceed two hundred three thousand, seven hundred and sixty-three dollars (\$203,763) ("Extension NTE Amount"). This amount is to offset the cost approximately equal to one hundred percent (100%) of the annual salary and benefits for one (1) National City Police Officer at E-Step for the Extension Term.
 - (b) a monthly invoice on the first (1st) day of the following month. Each monthly invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement. CITY shall ensure that an invoice number is entered on all invoices submitted for payment. The total combined amount for all CITY invoices shall not exceed the Extension NTE Amount for the Extension

Term. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice.

15. Coordinate with the NCPD, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

ROLE OF THE NATIONAL CITY POLICE DEPARTMENT: The NCPD shall provide the following services:

1. Assign a uniformed police officer as the SRO through shared mutual agreements with the DISTRICT and the SUHSD from July 1, 2022 through June 30, 2024.
 - The shared SRO shall be responsible for providing law services to both DISTRICT and the SUHSD.
2. Assign a uniformed police officer as the SRO to primarily focus on serving DISTRICT schools beginning July 1, 2022 through June 30, 2024.
3. Assign the SRO to liaison with the school campuses of the DISTRICT with the purpose of being engaged in the following duties:
 - Coordinate with DISTRICT to ensure annual training for teachers and other school staff on law enforcement and campus security issues.
 - Serve as a member of the DISTRICT's Student Attendance Review Board ("SARB").
 - Provide general law enforcement duties focusing on:
 - Safety of students and staff on campus
 - Gang related violence and crime
 - Campus intrusion
 - Loss and/or damage to property
 - Weapons on campus
 - Alcohol and drugs on campus

- Truancy
 - Traffic Safety
4. Ensure that the officer assigned as the SRO receives all required training and any additional training deemed beneficial to their tasks.
 5. Designate a member of the police staff to regularly meet with DISTRICT's staff to evaluate program needs, upon DISTRICT's request.
 6. Ensure the SRO will be afforded ample time to engage in informal interaction with the students.
 7. Abstain from having the SRO perform enforcement duties during time scheduled for classroom presentations, except in cases of emergency, or cases of urgency determined by the Chief of Police of his designee.
 8. Pay the agreed upon monies toward the salary and benefits for the police officer assigned as the SRO.
 9. Agree that the day-to-day operation and administrative control of the SRO and SRO program shall be the responsibility of the NCPD. Responsibility for the conduct of the SRO, both personally and professional, shall remain solely with the NCPD. The SRO is employed and retained by the NCPD, and in no event shall the SRO be considered an employee of the DISTRICT.

Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. The SRO shall do the following:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policy manual of the NCPD. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches, should it become necessary to conduct formal law enforcement interviews or searches with students or staff on school property or at school functions under the jurisdiction of the DISTRICT. The SRO will not be involved in searches conducted by DISTRICT's personnel unless a criminal act is involved or unless DISTRICT's personnel requires the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and

arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional law enforcement assistance on campus and shall inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Comply with all laws, regulations, policies of the NCPD, and DISTRICT's Governing Board ("Board") policies, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act or behave in a manner inconsistent with their duties as law enforcement officers.
6. Attend the DISTRICT's SARB Hearings at NCPD.
7. Attend site-based SARB meetings as requested.
8. Issue citations to parents for violations of the SARB contract.
9. Coordinate, train and inspect individual Safety Patrols as requested.
10. Provide parent education/presentations to parent groups, upon DISTRICT's request.
11. Attend meetings and facilitate participation for the San Diego Law Enforcement Teddy Bear Drive.
12. As available, provide education related to criminal law and drug awareness to middle and high school students, upon DISTRICT's request.
13. Teach narcotics awareness at DISTRICT's Parent/Teacher Association meetings and student classrooms/assemblies, upon DISTRICT's request.
14. Facilitate NCPD participation and pin sales for Shop with a Cop event.
15. Facilitate the Padre Law Enforcement Day Program for CITY employees.
16. Inspect and approve individual school safety plans for elementary and secondary schools. Confer with the school site principal and DISTRICT administrators to develop plans and strategies to prevent and/or minimize situations on or near DISTRICT's campus(es) or involving students at school-related activities.
17. Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections, to the extent expressly permitted by law.

18. Conduct juvenile warrant sweeps, to the extent expressly permitted by law.
19. Attend various school events and fairs as requested. If the SRO attends such school events or fairs and there are overtime costs, DISTRICT shall be liable for such overtime costs only if the DISTRICT has given prior written approval.
20. Enforce the San Diego County Daytime Loitering within CITY limits.
21. Attend school based disciplinary hearings and intervention programs.
22. Participate in multi-agency Truancy/Daytime Loitering Sweeps within the CITY limits, to the extent expressly permitted by law.
23. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.
24. Be familiar with all community agencies offering assistance to youths and their families, such as mental health clinics and drug treatment centers, and, in consultation with school administration, may make referrals when appropriate.
25. It is the responsibility of the SRO to report work schedule conflicts to the DISTRICT.

EXHIBIT "B"

2. USE OF EDUCATIONAL RECORDS FORM

I, _____[Name]_____, is assigned as a School Resource Officer at National School District as _____[Name]_____.

By signing below, I confirm that:

- (1) I will access educational records in my capacity as a School Resource Officer at National School District if any only if it is required to provide for the safety and security of school sites.
- (2) I understand and agree that the National School District shall have direct control of my use and maintenance of such educational records.
- (3) I understand that I may only use the information for the purpose which disclosure was made and that I will comply with the re-disclosure requirements set forth under 34 Code of Federal Regulations part 99.33.
- (4) I have had sufficient time to review this Acknowledgement and fully understand its contents.

Print Name

Signature

Date

151-5/4542377.1

151-5/4542377.2