

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SWEETWATER UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this July 1, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and the SWEETWATER UNION HIGH SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

R E C I T A L S

WHEREAS, the CITY and DISTRICT (collectively referred to as the "Parties") desires to provide a safe, secure, and orderly teaching and learning environment for all students and staff within Sweetwater Union High School District and the City of National City by protecting 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 will become effective on July 1, 2022. The duration of this Agreement is for the period of July 1, 2022 through June 30, 2024. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual written agreement upon the same terms and conditions for an additional three (1) year terms. The Parties may exercise up to three (3), one-year extensions. Any extension of this Agreement must be Board approved and in writing by the Chief of Police, and on behalf of the DISTRICT by Chief Financial Officer Dr. Jenny Salkeld.

2. **SCOPE OF SERVICES.** The CITY and the DISTRICT agree to perform the services set forth as attached in the Scope of Services, attached as "Exhibit A" hereto, in accordance with all terms and conditions contained herein. To the extent that there are any inconsistencies between the Agreement and "Exhibit A", this Agreement controls.

3. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT hereby assigns the Chief of Educational Equity to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT.

4. **COMPENSATION AND PAYMENT.** 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 the period of July 1, 2022 through June 30, 2024,

upon invoicing annually, following execution of the Agreement for 2022-2023 and by July 1, 2023 for the second year and any subsequent year and ratification by the Board of Trustees.

5. **ACCEPTABILITY OF WORK.** Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed in Exhibit "A". Parties agree to conduct such meeting no later than 10 working days after the request.

6. **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 ventures 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.

7. **CONTROL.** Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY'S employees, except as herein set forth, and the CITY or the CITY'S agents, servants, or employees are not in any manner agents, servants, or employees of the DISTRICT, it being understood that the CITY its agents, servants, 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. **COMPLIANCE WITH APPLICABLE LAW.** The CITY AND DISTRICT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY whether now in force or subsequently enacted. Similarly, the CITY shall commit to complying the DISTRICT board policies regarding confidentiality, FERPA, and not sharing information obtained from the DISTRICT with Department of Homeland Security unless required by law or a court of competent jurisdiction.

9. **LICENSES, PERMITS, ETC.** The CITY and DISTRICT represent and covenant that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CITY and DISTRICT represent and covenant that the DISTRICT 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 the CITY or DISTRICT to practice its profession.

10. **STANDARD OF CARE.** The CITY and DISTRICT, 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 and DISTRICT'S trade or profession currently practicing under similar conditions and in similar locations.

11. **NON-DISCRIMINATION PROVISIONS.** The Parties 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 Parties will take positive action to insure 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 Parties agree to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY or DISTRICT setting forth the provisions of this non-discrimination clause.

12. **CONFIDENTIAL INFORMATION.** The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Parties agree to comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act (FERPA) and related California law. Such confidential information shall not be disclosed unless required by federal, state or local law. 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. **NO INDEPENDENT BASIS FOR LIABILITY.** 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. **INDEMNIFICATION AND HOLD HARMLESS.** The CITY and DISTRICT agrees to defend, indemnify and hold harmless the other party, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the other party's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party, its agents, officers, employees or volunteers. Parties will cooperate reasonably in the defense of any action, and both parties shall employ competent counsel, reasonably acceptable to the other party.

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.

15. **WORKERS' COMPENSATION.** The Parties shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the other party and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description,

including reasonable attorney's fees and defense costs presented, brought or recovered against the other party or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the other party under this Agreement.

16. **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.

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.

17. **TERMINATION.**

A. This Agreement may be terminated with or without cause by either Party. Termination without cause shall be effective only upon 60-day's written notice to either Party. During said 60-day period the CITY shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by either Party for cause in the event of a material breach of this Agreement, misrepresentation by either Party in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the Agreement.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to either Party as provided for herein.

18. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and 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
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA. 91911-2896

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.

19. **MISCELLANEOUS PROVISIONS.**

A. *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 or legal 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, or legal holiday.

B. *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.

C. *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.

D. *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.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, 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.

F. *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.

G. *Assignment & Assumption of Rights.* DISTRICT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *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.

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

J. *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.

K. *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.

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

M. *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.

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF NATIONAL CITY

SWEETWATER UNION HIGH SCHOOL DISTRICT

By: _____
Alejandra Sotelo-Solis, Mayor

By:  _____
Jenny Salkeld

Chief Financial Officer

8/29/2022

Date Ratified by City Council: _____

Date Ratified by Governing Board: August 8, 2022

APPROVED AS TO FORM:

Charles E. Bell, Jr.
City Attorney

Jennifer Carbuccia
General Counsel

By: _____


By:  _____

EXHIBIT A

SCOPE OF SERVICES

MISSION STATEMENT: It is the mission of the Sweetwater Union High School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses in National City is a priority to the school administration and the National City Police Department. Campus security will be increased by the presence of police officers who will interact with the students in both a positive and proactive manner. Police officers on campus will help improve relations between the National City Police Department and the youth of the community. Police officer availability shall be determined at the sole discretion of the Chief of Police of the National City Police Department. As a result, the Sweetwater Union High School District and the City of National City Police Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives.

A. SCHOOL DISTRICT'S ROLE AND RESPONSIBILITY

1. Ensure student welfare portal to portal;
2. Develop procedures to handle campus safety issues;
3. Develop emergency response procedures;
4. Develop a School Safety Plan;
5. Work with CITY to select any new School Resource Officer being assigned to DISTRICT;
6. Establish and follow procedures for referring School Resource Officer involvement; and
7. Cooperate with and support in a proactive manner with the City of National City Police Department School Resource Officers efforts to work with students, school personnel, parents and the community.
8. Pay the compensation as set forth in section 4 timely upon invoice.

B. NATIONAL CITY'S ROLE AND RESPONSIBILITY

1. Provide the services of one fully dedicated School Resources Officer, funded by the District up to the compensation rate set forth above, which can be located for the majority of their workday on a District School site if requested by the District.
2. Provide the services of one School Resources Officer who is paid for by the CITY, whose services will be allocated based on calls for service between DISTRICT and National School District.
3. Provide the services a Sargent who will oversee the SRO program and provide the administrative oversight such as ongoing communications with the DISTRICT/schools site and coordination with other outside agencies and specifically work with the District's Safety Director (e.g. incident management,

threat management, and coordinating aspects within MOU requiring district standardization and/or approvals).

C. SCHOOL RESOURCE OFFICERS' ROLE AND RESPONSIBILITY

1. To provide prevention/intervention by:
 - a. Providing a visible uniform police officer presence on the campuses of the Sweetwater Union High School District located in National City.
 - b. Developing classroom and faculty presentations related to the youth and the law when requested.
 - c. Hold at least one (1) jointly-planned DISTRICT student forum regarding the role of school policing, including review of relevant DISTRICT impact data as agreed to by the parties.
 - d. Hold at least two (2) jointly-planned DISTRICT community forums regarding community policing and safety, including review of relevant school and community impact data as agreed to by the parties.
 - e. Attending parent conferences/meetings as available
 - f. Attending Student Attendance Review Board (S.A.R.B.) meetings as available.
 - g. Scheduling security activities as needed.
 - h. Respond to all law enforcement related matters as they occur during regular school hours when available.
 - i. Attend various sporting events and school activities as needed for proactive enforcement and interaction. Any overtime that is required for any events, activities, meetings, etc., will be paid for by the DISTRICT per the MOU
 - j. Documenting all incidents of crime as per National City Police Department regulations.
 - k. Assisting the school's safety committee in developing the Site's Comprehensive School Safety Plan.
 - l. Participate in the review process of DISTRICT protocol within the Comprehensive School Safety Plan.
 - m. Assist schools in planning and monitoring emergency response drills.
 - n. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
 - o. Treat all individuals with fairness, respect and dignity in equally enforcing the laws and providing equal service to the public, regardless of immigration status, race, ethnicity, gender, religious beliefs or any other protected class.
 - p. Not enforce immigration laws.

- q. Not gather, share or distribute any information related to any student's (or student's family members) immigration status for the purposes of immigration enforcement.
2. To continue to work with:
 - a. Community agencies; and
 - b. Parent/teacher groups as needed throughout the affected schools.
 3. Liaison with National City Police Department personnel who are investigating criminal cases/reports or criminal activity within the affected schools.
 4. Continue to work with school staff and District personnel in matters of mutual concern such as:
 - a. Education and Training
 - b. Prevention and intervention in the areas of alcohol and drug use on campus
 - c. Safety of students and staff on campus
 - d. Gang-related violence and crime
 - e. Campus intrusion, and loss and/or damage to property
 5. Follow all National City Police Department Policies (DOP) regarding role, responsibility and officer conduct.
- D. **SPAN OF CONTROL/JURISDICTION:** Prevention, education, training and proactive activities will take place at Sweetwater High School, Granger Junior High School and National City Middle School located in the City of National City.
- E. **RESOURCE:** Resource and local management will be coordinated at:
- Chief Financial Officer
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA. 91911-2896
- Chief of Police
National City Police Department
1200 National City Boulevard
National City, CA. 91950
- F. **COST INCURRED BY PARTIES:** As set forth in Section 4 of this agreement the DISTRICT shall contribute the amounts agreed to for the purpose of funding one (1) dedicated officer to the DISTRICT. As part of consideration for this Agreement, the

DISTRICT acknowledges the CITY funding of a shared officer with National School District and one (1) Sergeant who oversees the SRO program.

If the Agreement is canceled as herein permitted, the CITY shall return forthwith to the DISTRICT, the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.