

COOPERATIVE AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF GARDEN GROVE (hereinafter referred to as "CITY") and the GARDEN GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as "GGUSD"), CITY and GGUSD are referred to herein as the PARTIES, whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for CITY to provide GGUSD with full-time police officers to establish a School Resource Officer Program at the five high schools and seven intermediate schools of the GGUSD located within the CITY. Hare High School and Lincoln Education Center are excluded from this Agreement.

SECTION II: SCHOOL RESOURCE OFFICER PROGRAM

- A. School Resource Safety Officers. CITY will designate a special unit of officers within the Garden Grove Police Department (GGPD) consisting of full-time sworn police officers specially trained and selected to provide school resource officer (SRO) services as follows:
1. The SROs will provide safety and crime prevention at GGUSD participating schools. SROs will be a visible, active law enforcement figure on campus dealing with law enforcement matters originating on the assigned campus.
 2. The SROs will provide classroom education on the topic of law enforcement and safety using GGPD and GGUSD approved materials.
 3. The SROs will be a resource for students, enabling students to be associated with a law enforcement figure and having a role model in the students' environment.
 4. The SROs will hold monthly meetings with intermediate and high school principals to discuss gang and graffiti issues, as well as any other law enforcement concerns.
 5. The SROs will assist school administrators in developing and practicing emergency disaster protocols and procedures.
 6. The SROs will work closely with the Boys and Girls Club of Garden Grove to provide youth diversion and counseling services through their Family Youth Outreach Program (FYOP). The FYOP provides mental health counseling, crisis intervention, educational courses, support for families,

and guidance for youths who demonstrate risk factors that may lead to juvenile criminal behavior. SROs routinely speak at the marijuana support class and in other FYOP sessions. FYOP services are offered in English, Spanish, and Vietnamese to reach the majority of students in the GGUSD.

7. The SRO program will employ up to five full-time police officers and one sergeant to effectively provide a presence at the five high schools and seven intermediate schools in the program. Initial staffing will be based on the level of funding provided by the Parties as described below.

B. SRO deployment.

1. The SROs shall remain subject to the administration, supervision and control of the GGPD.
2. The SROs shall be subject to all personnel policies and practices of the GGPD except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The GGPD, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
4. Officers appointed to the SRO unit will go through a training and testing process to be selected into the unit. The testing process will include a review of the officer's experience, education, technical competence, performance record, as well as an oral interview. One member of the GGUSD appointed by the superintendent will participate with the command staff of the GGPD in rating officers during the testing process. Recommendations for the SRO positions will be made to the Chief of Police who shall assign such officers. The Chief of Police will have ultimate decision and control over the deployment of SROs depending on the need for effective program deployment.
5. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.

C. Confidential Information. SROs may have access to confidential school and student records only to the extent permitted by law. Release of confidential information to SROs shall not be deemed a public disclosure and the information shall be kept confidential to the maximum extent permitted by law.

D. Independent Contractor. In the performance of all services and obligations under this Agreement, all Parties shall act as independent agents. The Parties, and each of their respective officers and employees, shall not be considered as an employee or agent of any other party to this Agreement.

SECTION III: PAYMENT AND ALLOCATION OF COSTS FOR SERVICES

A. CITY will initially cover the costs of one police sergeant and two police officers. As of the date of this Agreement, the annual cost of one full-time police officer is \$230,837 (salary and benefits). The annual cost of one full-time sergeant is \$283,000 (salary and benefits).

B. GGUSD will cover the cost of one full-time police officer in FY 2019-20 (July 1-June 30). This will enable the program to start with three SROs and one sergeant during the 2019-20 school year.

C. GGUSD will cover the cost of two full-time police officers in FY 2020-21 (for a total of two SROs funded by GGUSD).

D. GGUSD will reassess the program and potentially cover the cost of three full-time police officers in FY 2021-22 (for a total of three SROs funded by GGUSD).

E. Nothing in this Agreement shall alter or amend or be construed to alter or amend any collective bargaining agreement or memorandum of understanding between CITY or any of the GGUSD and their respective employees.

SECTION IV: INITIAL TERM AND RENEWAL

The term of this Agreement shall be from July 1, 2019, to June 30, 2022. The PARTIES may extend this Agreement for additional biennial terms commencing July 1, 2022.

SECTION V: TERMINATION

Either of the PARTIES may terminate this agreement for convenience upon giving one hundred eighty days' notice to the other.

SECTION VI: INDEMNIFICATION

Each party to this Agreement hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each party warrants that it has adequate Worker's Compensation Insurance and liability insurance for its own employees. Each party agrees to indemnify and hold each of the other party harmless from any obligations, costs, claims, judgments, attorney fees, and/or attachments in any way connected with the party's own acts or omissions and that of their respective officers and employees.

SECTION VII: DISPUTES

CITY and GGUSD appoint their respective City Manager and Superintendent as "Contract Administrator" who shall be available for contract resolution or policy

intervention when a situation exists under this Agreement in which a decision to serve the interest CITY conflicts or has the potential to conflict with GGUSD' interests or policies. Within three days of making such a determination that an actual or potential conflict exists, the Contract Administrators shall meet and confer with each other. Any dispute concerning a question of fact arising under the terms of this Agreement that is not resolved within ten days of the Administrator's meet and confer will be subject to arbitration before a mutually agreed to arbitrator. Each party shall bear the cost of arbitration divided amongst the PARTIES equally. If arbitration fails to resolve said dispute or any portion thereof, the venue for litigation as to that dispute will be the County of Orange.

SECTION VIII: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when confirmed received by electronic mail, or within 72 hours of it having been deposited in the United States mail and addressed to:

<p>CITY OF GARDEN GROVE Attn.: City Manager 11222 Acacia Parkway Garden Grove, CA 92840 Email: sstiles@ggcity.org</p>	<p>GGUSD Attn.: Superintendent 10331 Stanford Avenue Garden Grove, CA 92840 Email: gmafi@ggusd.us</p>
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Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION IX: BUDGET CONTINGENCY

It is mutually agreed that if each party to this Agreement does not appropriate sufficient funds in the current fiscal year or any subsequent year covered under this Agreement, this agreement shall be of no further force and effect. In this event, no party shall have any liability to perform any provisions of this Agreement except that the PARTIES shall remain responsible for payment for services rendered.

SECTION X: NO THIRD-PARTY BENEFICIARY

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

SECTION XI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of SRO services. It may be amended or modified upon the mutual written consent of the parties hereto.

SECTION XII: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles,
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

**GARDEN GROVE UNIFIED
SCHOOL DISTRICT**

By: _____
Gabriela Mafi, Ed.D
Superintendent