

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter referred to as "CITY," and the Sierra Sands Unified School District, a public entity, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of two sworn peace officers, and

WHEREAS, CITY, through the Ridgecrest Police Department, hereinafter referred to as "RPD," is willing to provide the service of two sworn peace officers.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of two sworn peace officers to serve the DISTRICT at the primary and secondary schools within the Ridgecrest city limits, specifically Gateway School, Faller School, Las Flores School, Pierce School, Monroe Middle School, Murray Middle School, Mesquite High School, and Burroughs High School.
2. CITY shall supervise the officers through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officers and to interface with such officers in accordance with a joint operating protocol developed between RPD and DISTRICT.

The responsibilities of the SRO's shall include, but not be limited to:

- a. Handling requests for calls for service in and around schools
  - b. Conducting comprehensive safety and security assessments
  - c. Developing and implementing safety plans or strategies
  - d. Responding to unauthorized persons on school property
  - e. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws
  - f. Serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations)
  - g. Building relationships with juvenile justice counselors to help connect youth with needed services
  - h. Developing and expanding crime prevention efforts for students
4. At all times during the term of this AGREEMENT, the officers shall be employees of the CITY, under supervision and control of CITY, and not an

employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officers.

5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officers. For purpose of this AGREEMENT, actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime.
6. THIS AGREEMENT shall be effective September 1, 2018, and remain in full force and effect for a 12-month period ending August 31, 2019. Either party may terminate this AGREEMENT prior to August 31, 2019, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Manager  
City of Ridgecrest  
100 W. California Avenue, Ridgecrest, CA 93555

Notice to DISTRICT shall be in writing, and mailed or delivered to:

Superintendent  
Sierra Sands Unified School District  
113 W. Felspar Ave.  
Ridgecrest, CA 93555

7. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
8. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

9. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST



Peggy Breeden, Mayor



Ronald Strand, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

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Amy Castillo-Covert, Board President

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Ernest M. Bell, Jr., Superintendent

