

AGREEMENT FOR A COMMUNITY RESOURCE OFFICER PROGRAM

This agreement ("Agreement"), dated as of January 1, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), the City of Sonoma (hereinafter "City"), and the Sonoma Valley Unified School District, (hereinafter "District").

R E C I T A L S

WHEREAS, County has previously provided the services of a School Resource Officer (a Sonoma County Sheriff's Deputy) to District under written contract, which expired June 30, 2020; and

WHEREAS, County, City, and District mutually desire to have the Sonoma County Sheriff's Office and the Sonoma Police Department provide community-oriented policing, law enforcement and related services to District;

WHEREAS, in the judgement of the County, the City and the District, it is necessary and desirable to provide a Community Resource Officer Program (CRO) to the District for the purpose of school and campus safety.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 County and City's Specified Services.

County shall designate one full-time Sheriff's deputy to act as the full-time Community Resource Officer (CRO) for County, City, and District (referred to herein as the "CRO Program"). The CRO shall be empowered to function as a law enforcement officer both on and off District property. The following terms and conditions shall apply to this position:

a. Employment Status of the CRO: The CRO shall remain an employee of the County and shall not be an employee of the City or District. The District, the City, and County acknowledge that the CRO shall remain responsive to the chain of command of the Sonoma Police Department.

b. Duties and Responsibilities of the CRO: The duties and responsibilities of the CRO include, but shall not be limited to, the following:

- 1) Provide and coordinate law enforcement services to the Sonoma Valley High School (SVHS) campus, and if the CRO is available, to other District school campuses as well.

- 2) Engage other District school sites as they relate to the specific services being provided at SVHS under this Agreement.
- 3) Collaborate with District personnel to establish effective policies and practices to ensure a safe and secure campus,
- 4) Conduct classroom activities to educate students about the dangers of alcohol and drug abuse.
- 5) Work with students and their families to promote healthy lifestyles and appropriate choices in behavior.
- 6) Provide a police presence on campus in an effort to deter criminal behavior.
- 7) Serve as liaison to the community regarding student safety issues on SVHS campus.
- 8) Participate in the School Attendance Review Board (SARB), which includes testifying to the Board when necessary.
- 9) Off-campus community related policing issues will be determined as needed and assigned by the Chief of Police or designee.
- 10) Maintain statistical records on incidents of juvenile crime.

c. CRO schedule: The CRO shall provide services to District under the following terms and conditions:

- 1) The CRO shall be assigned to SVHS on a part-time basis, to be present during school hours. During his/her daily assignment , the CRO may be off campus performing such tasks as may be required by his/her assignment. In addition, the CRO may be temporarily reassigned by the Chief of Police or his designee during school holidays and vacations, and/or during a period of law enforcement emergency or other community need.
- 2) Regular working hours may be adjusted on a situational basis with the consent of the CRO's supervisor.
- 3) Overtime hours for the CRO must be authorized and approved by the CRO's supervisor and shall be paid by the City in accordance with City's established procedures.

d. Appointment of the CRO: The Sheriff or his designee shall appoint the CRO assigned to the District under this Agreement. CRO applicants must meet the following requirements:

- 1) The applicant must have a minimum of two years' experience in law enforcement.
- 2) The applicant should be off employee probationary status at the time of appointment unless mutual agreements are made between the City, County, and the District regarding the applicant's employment probation status.

- 3) Additional criteria for consideration are job knowledge, experience, training, education, appearance, attitude, communications skills, and command presence.

e. Dismissal of the CRO:

- 1) In the event that the District believes the CRO is not effectively performing his or her duties and responsibilities, the Superintendent shall so notify the Sheriff or his designee in writing. The Sheriff or his designee shall use good faith efforts to resolve the issues raised. If the matter is not resolved to the District's satisfaction, the Sheriff shall appoint a replacement CRO.
- 2) The CRO may be dismissed or reassigned in accordance with standard Sheriff's Office procedures.
- 3) In the event of a long-term absence, resignation, or dismissal, the Sheriff or his designee shall provide a temporary replacement CRO within thirty (30) school days and a replacement shall be made as soon as is practical.

f. Supervision:

- 1) The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining, and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of the CRO, shall remain with the County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.
- 2) In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his designee, shall be final and conclusive.

1.2 District's Specified Services. District shall provide to the CRO the following materials and facilities which are deemed necessary to the performance of the CRO's duties:

- a. Access to office space at the Sonoma Valley High School (SVHS) campus, which shall contain a phone, and may be used for general business purposes.
- b. A location for files and records on the SVHS campus which can be properly locked and secured.
- c. A location for a desk, chair, computer, filing cabinet, and office supplies on SVHS campus.
- d. In addition, District shall maintain statistical records regarding all suspensions and expulsions for a period of five (5) years.

2. Payment. For all services performed by the County under this Agreement, the City shall pay to County approximately three-fourths (75%) of the annual program costs (consisting of the total

salary and benefit costs of the CRO). Such payment shall be made in one lump sum at the beginning of each school year for the term of this Agreement. The amount due each year of this Agreement shall be determined annually by the Sheriff's Office and provided in writing to the City. In year one, the estimated cost to the City shall be \$95,792 to provide services for the period of January 1, 2024 through June 30, 2024; for each succeeding year of this Agreement, the costs to the City will be adjusted based upon the actual costs of the program. County shall invoice City for the applicable amount after the beginning of each school year, and City shall pay such amounts in one lump sum within 30 days of receipt of the invoice.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2024 to June 30, 2025 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other. In the event of termination, City shall pay County for services rendered until the final date of services performed, based on a pro rata allocation of the annual costs.

4.2 Termination for Cause. If the County, District, or City fails to perform any of its obligations hereunder within the time and in the manner required, or otherwise violates any of the terms of this Agreement, then the other parties may immediately terminate this Agreement by giving written notice of such termination and stating the reason for such termination. In such event, County shall be entitled to receive payment for all services satisfactorily rendered to such date, less the amount of damages sustained by District or City resulting from County's breach of the Agreement, if any.

4.3 Payment Upon Termination. Upon termination of this Agreement, County shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by County bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, County shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by City.

4.4 Authority to Terminate. The Board of Supervisors, District Superintendent, and City Council have the authority to terminate this Agreement on behalf of the County, District, and City, respectively. In addition, the Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.5 Termination for Non-Appropriation. Either party may terminate this Agreement at any time, upon giving the other party thirty (30) days written notice, for any of the following reasons:

- a. Either party has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to either party;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

5. Indemnification. County, District and City each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release each other, including their respective supervisors, officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including themselves, resulting from County District or City's own respective negligence or willful misconduct arising out of, pertaining to, or relating to the performance or obligations under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation payable to or for the parties hereto or their agents under worker's compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. Each party shall maintain a self-funded insurance program and/or have in force insurance as described in "Exhibit A," which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute the parties authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for each parties' performance of this Agreement shall be extended by a number of days equal to the number of days each party has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by all parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of City to secure such written authorization for extra or

changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter City shall be entitled to no compensation whatsoever for the performance of such work. City further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. The parties have relied upon the professional ability and training of said parties as material inducements to enter into this Agreement. The parties hereby agree that all work will be performed and that operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of said parties work shall not operate as a waiver or release.

9.2 Status of Parties. The parties intend that they, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Neither party is to be considered an agent or employee of the other parties and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the other parties provides its employees. In the event any party exercises its right to terminate this Agreement pursuant to Article 4, above, the parties expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Records Maintenance. Each party shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the other party for inspection at any reasonable time. Each party shall maintain such records for a period of four (4) years following completion of work hereunder.

9.4 Conflict of Interest. The parties covenant that they presently have no interest and that they will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of their services hereunder. The parties further covenant that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by any of the parties, the other parties shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" disclosing their or such other person's financial interests.

9.5 Statutory Compliance/Living Wage Ordinance. The parties agree to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance and City of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or

modified during the term of this Agreement. Without limiting the generality of the foregoing, the parties expressly acknowledge and agree that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.6 Nondiscrimination. Without limiting any other provision hereunder, the parties shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. The parties agree to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of their respective party.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of each party, any other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither parties hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the others, and no such transfer shall be of any force or effect whatsoever unless and until the other parties shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Attention: Sheriff's Administration Sonoma County Sheriff's Office 2796 Ventura Avenue Santa Rosa, CA 95403 Tel: (707) 565-2650
TO: CITY	Sonoma Police Department 175 First Street West Sonoma, CA 95467 Tel: (707) 996-3602
TO: DISTRICT:	Sonoma Valley Unified School District Jeanette Rodriguez-Chien, Superintendent 17850 Railroad Ave Sonoma, CA 95476 Tel: (707) 935-4249

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by any party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. County, District and City acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. County, District and City acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of each other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SVUS DISTRICT:

COUNTY OF SONOMA:

By: _____
Jeanette Rodriguez-Chien,
Superintendent, and authorized agent
of Sonoma Valley Unified School
District

By: _____
Eddie Engram, Sheriff-Coroner

Date: _____

Date: _____

CITY OF SONOMA:

APPROVED AS TO FORM FOR COUNTY:

By: _____
David Guhin, City Manager

By: _____
Deputy County Counsel

Date: _____

Date: _____

SONOMA POLICE DEPARTMENT:

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE:

By: _____
Brandon Cutting, Chief of Police

By: _____
Department Analyst

Date: _____

Date: _____

Exhibit A Insurance Requirements

Each party shall maintain a self-funded insurance program and/or have in force the insurance described below.

1. Workers Compensation and Employers Liability Insurance

- a.** Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b.** Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.

2. General Liability Insurance

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b.** Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c.** Each policy or program of self-insurance shall include an endorsement providing additional insured status for the other party, its officers, agents and employees.

3. Automobile Liability Insurance

- a.** Minimum Limits: \$1,000,000 combined single limit per accident.
- b.** Coverage shall apply to all owned, hired and non-owned autos.

4. Documentation

- a.** Each party shall provide the other with a Certificate of Insurance documenting the required insurance.
- b.** The Certificate of Insurance shall be submitted prior to the execution of this Agreement.
- c.** A Certificate of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

5. Material Breach

If the parties, for any reason, fail to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The non-breaching party, at its sole option, may terminate this Agreement and obtain damages from the breaching party resulting from said breach. Alternatively, the non-breaching party may purchase such required insurance coverage, and without further notice, the non-breaching party may deduct from sums due that party any premium costs advanced by the breaching party for such insurance. These remedies shall be in addition to any other remedies available to the parties.