



CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 30, 2021 CONSENT CALENDAR

SUBJECT: AGREEMENT BETWEEN PALM SPRINGS UNIFIED SCHOOL DISTRICT AND CITY OF PALM SPRINGS FOR LAW ENFORCEMENT SERVICES FROM PALM SPRINGS POLICE DEPARTMENT FOR SCHOOL RESOURCE OFFICER

FROM: Justin Clifton, City Manager

BY: Police Department

SUMMARY:

Staff is recommending City Council approve an agreement between the Palm Springs Unified School District (PSUSD) and the City of Palm Springs for law enforcement services from the Palm Springs Police Department for a full-time School Resource Officer (SRO) on the campus of Palm Springs High School and Desert Learning Academy. Per the agreement, the SRO will provide law enforcement services for the 2021/2022 school year and PSUSD will reimburse the full costs of the services provided.

RECOMMENDATION:

1. Approve an agreement between the Palm Springs Unified School District and the City of Palm Springs to provide a full-time police officer (School Resource Officer) on the campus of Palm Springs High School and Desert Learning Academy for one year, expiring at the end of the 2021/2022 school year.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

For the past 39 years, the City of Palm Springs has entered into an annual agreement with the Palm Springs Unified School District to provide a full-time police officer, referred to as a School Resource Officer (SRO), on the campus of Palm Springs High School.

The current proposed agreement between PSUSD and the City of Palm Springs is for "the services of a School Resource Officer in order to ensure the greater safety of students, the staff, and the public at Palm Springs High School and Desert Learning Academy, and to improve and strengthen law enforcement community connections on or about campus."

The proposed agreement is effective for the 2021/2022 school year, through June 3, 2022. The fully burdened costs of one police officer assigned as the SRO to the Palm Springs High School and Desert Learning Academy is approximately \$182,209 which will be reimbursed to the City by PSUSD, including any overtime costs for duties related to the SRO assignment.

FISCAL IMPACT:

There is no impact to the General Fund. The fully burdened costs of one police officer assigned to Palm Springs High School and Desert Learning Academy will be reimbursed to the City by PSUSD, including any overtime costs.

REVIEWED BY:

Department Director:	Melissa Desmarais
City Manager:	Justin Clifton

ATTACHMENTS:

- 1) PSUSD Law Enforcement Services Agreement.

ATTACHMENT 1

**PALM SPRINGS UNIFIED SCHOOL
DISTRICT
Law Enforcement Services Agreement –
C0004151**

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN **THE CITY OF PALM SPRINGS AND THE PALM SPRINGS UNIFIED SCHOOL DISTRICT** PURSUANT TO PROVISIONS OF THE CALIFORNIA EDUCATION CODE, SECTION 12400, FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER IN ORDER TO ENSURE THE GREATER SAFETY OF STUDENTS, THE STAFF, AND THE PUBLIC AT **PALM SPRINGS HIGH SCHOOL AND DESERT LEARNING ACADEMY** AND TO IMPROVE AND STRENGTHEN LAW ENFORCEMENT COMMUNITY CONNECTIONS ON OR ABOUT CAMPUS.

THIS AGREEMENT is made and entered into by and between the City of Palm Springs (hereinafter referred to as "CITY"), and the PALM SPRINGS UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT").

WHEREAS, the CITY and DISTRICT desire to work cooperatively in this school community policing approach by entering into this Agreement to place a Police Officer as School Resource Officers, herein after referred to as SRO, on the DISTRICT campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

This agreement shall be effective upon the date that both parties have fully executed the agreement. It shall run from that date through **June 3, 2022**, unless sooner terminated as provided in Section 16.

2. PURPOSE

This agreement establishes and delineates the mission of the **School Resource Officer Program**, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the agreement formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.

The intent of this agreement is to ensure that all SROs assigned to DISTRICT are deployed under the framework of the U. S. Department of Education and Department of Justice Safe School-based Enforcement through Collaboration, Understanding, and Respect (SECURE).

3. MISSION

The SRO Program accomplishes its mission by creating and maintaining safe, secure, and orderly learning environments for students, teachers, and staff.

The SRO will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in student's good moral standards, good judgment and discretion, respect for other student's, and a sincere concern for the school community. SRO's will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRO's will serve as a confidential source of informal counseling for students and parents concerning problems they face as well as providing information on community resources available to them. Goals and objectives are designed to develop and enhance rapport between youth, police officers, and school administrators.

SROs are not school disciplinarians and are not employed to "police students". Therefore, they are prohibited from involvement in enforcing school codes of conduct or engaging school discipline.

4. SCOPE OF SERVICES

- 4.1 CITY agrees to assign 1 (one) SRO as the minimum staffing level under this Agreement.

Basic responsibilities of the SRO will include but will not be limited to:

1. Protect the students, staff, and public at large against criminal activity.
2. Refer school discipline issues to the appropriate administration team member.
3. Meet with principals to exchange information gathered from, parents, community members, and social media to detect potential spill-over of threats, drug activity, gang activity, and other behavior onto campus.
4. Connect with campus and community social workers to understand when and how at-home issues may be motivating a student's disruptive behavior in order to work with school staff to ensure effective and supportive responses.
5. Provide counseling on a limited basis to students, staff, and faculty.
6. Take enforcement action on criminal matters when appropriate.
7. Handle initial police reports of crimes committed on campus.
8. Coordinate investigative procedures between police and school administrators.
9. Work with administrators to keep the school Emergency Management Plans updated.
10. Attend school special events as needed.
11. Provide information concerning questions about law enforcement topics to students and staff.
12. Provide classroom instruction on a variety of topics including, but not limited to, narcotics, gangs, safety, public relations, occupational training, leadership, constitutional law, juvenile law, state law, and life skills.
13. Attend training as needed to fulfill the duties of a School Resource Officer.

- 4.2 DISTRICT shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, chair, worktable, filing cabinet, and office supplies.
4. Access to a computer and printer.
5. Access to and encourage classroom participation by the SRO's.
6. The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, and objectives.
7. Seek input from the SRO's regarding criminal justice problems relating to students.
8. Provide SRO's the opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
9. Computer access to student records at all campuses for investigative purposes. (In compliance with FERPA guidelines)
10. Access to video surveillance systems at all campuses for investigative purposes. School Resource Officers will be provided access to the video surveillance system for their respective school campuses and school buses that have video capability. This access will be given to the SRO on their office computer. Access to the video surveillance system shall be solely for investigative and preventive purposes only. Once video of an incident is determined to contain evidentiary value, the portion of video that is necessary to capture the incident will be downloaded from the system and saved as a computer file. The computer file will be considered evidence and shall be handled in accordance with Police Department policy and procedure. School Resource Officers shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. Any unauthorized use of the DISTRICT'S video surveillance system will be grounds for disciplinary action in accordance with the agreement between the DISTRICT and the City of Palm Springs Police Department.
11. Encourage attendance of principals at NASRO Basic SRO training.
12. Ensure SROs receive forty (40) hours of training as a School Resource Officer through the National Association of School Resource Officers (NASRO).
13. Make certain SROs are trained in relevant school-based programs (Restorative Practices, Trauma Informed Care, Positive Behavioral Interventions and Supports, and Students with Disabilities).

5. SCHOOL RESOURCE OFFICER ASSIGNMENT

- 5.1 When a SRO position becomes available, notice should be given to all sworn employees through regular department posting procedures. The officer should then be interviewed by a board consisting of police department personnel and DISTRICT employees, with the final selection being made by the Chief of Police and the PSUSD Superintendent of Schools or his/her designee(s).

Selection criteria should include but should not be limited to:

1. Oral Interview
2. Oral Presentation
3. Performance Reports
4. Experience
5. Interpersonal skills

The SRO must successfully complete a School Site orientation before his/her assignment. The SRO shall meet the requirements of Education Code section 38001.5. The SRO shall have full authority to act to discharge his or her law enforcement duties pursuant to the policies and practices of the City. If circumstances permit, the Superintendent, or designee, may be consulted with respect to the handling of certain situations, if nothing in this Agreement shall restrict the discretion of the SRO in his/her law enforcement activities.

- 5.2 The day-to-day operation and administrative control of the SRO Program will be a joint and cooperative effort of the City of Palm Springs Police Department and Superintendent of Schools, or his/her designee(s). The SRO Sergeant will make SRO assignments for a school year with an annual review. Responsibility for the conduct of SRO Personnel, both personally and professionally, shall remain with the Police Department and the DISTRICT acknowledges the SRO remains responsive to the command of the Police Department. The SRO or SROs are employed and retained by the City of Palm Springs, and in no event shall any employee of the CITY be considered an employee of the DISTRICT regardless of the funding source.
- 5.3 City shall retain the full responsibility and authority to direct and control the activities of the SRO and supervise and discipline the SRO in accordance with the collective bargaining agreement between the City and the City's Police Officers Association then in effect. Notwithstanding the foregoing, the SRO shall cooperate with the DISTRICT relating to any event or activity which may involve a SRO assigned to the DISTRICT, including, without limitation, conferring with any student, parent, faculty, and school administrator. If a problem arises concerning the performance of duties by a SRO, the principal or his/her designee shall state such concerns in writing directed to the PSUSD Superintendent of Schools or his/her designee(s), and the City of Palm Springs Chief of Police or his/her designee.
- 5.4 The CITY agrees it shall assign and have in attendance a SRO to the District for a period of no less than ten (10) months during the school year. The SRO shall have a regular work schedule of 7:30 a.m. to 3:30 p.m. five (5) days per week to reflect the days and hours as that of the student population.
- 5.5 The CITY shall retain the right to approve requests for sick leave, vacation, or other absences. In the event a SRO will be absent from work when school is in session, the SRO shall notify his/her supervisor in the CITY and the designated representative of the DISTRICT for the school assigned. For absences of more than five (5) consecutive days' duration, the CITY may assign another fully trained SRO to substitute for the reassigned SRO.
- 5.6 SRO's vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY. Because DISTRICT and CITY holidays,

may not correspond, holiday time will be taken by the SRO in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT but shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY.

- 5.7 The CITY will make reasonable efforts not to reassign a SRO when school is in session. The DISTRICT recognizes that there will be times when the SRO is necessarily absent from campus, including but not limited to emergencies, court appearances, union release time scheduled training.
- 5.8 All training required of the SRO will attempt to be scheduled during non-student days if at all feasible.
- 5.9 The SRO shall always be expected to maintain radio contact with the high school administration. In the event the SRO shall find it necessary to leave the campus, the principal, (or designee), shall be notified in advance of the expected absence and the Police Watch Commander shall be notified. In such a circumstance, a patrol car shall be available for immediate response to a school emergency.
- 5.10 Any overtime required to be paid to the SRO for school-related issues shall be paid by the DISTRICT as an addition to the full cost of services contained in Article 7. Compensation of this Agreement.

6. MODIFICATION OF SERVICES

No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

7. COMPENSATION

DISTRICT shall reimburse CITY the cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the CITY in the form of an hourly rate for an SRO and a mileage rate, and shall include all items of cost and expense to the CITY for providing the services hereunder. Total cost to DISTRICT under this Agreement is estimated at **ONE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED NINE DOLLARS AND 02/100 (\$182,209.02)**, based on the hours of work for the SRO, as estimated by the DISTRICT. Payment to be made upon monthly billing by the CITY calculated at the total rate not to exceed **EIGHTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS AND 90/100 (\$18,220.90)**, per month for a period of up to nine (9) months with the final invoice for month ten (10) billed at **EIGHTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS AND 92/100 (\$18,220.92)**. Total estimated compensation amount to be pro-rated based upon full execution agreement date.

8. INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all the following minimum insurance requirements. All or a portion of the required insurance may be satisfied using a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, or pooled insurance if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, providing at least all the following minimum coverages:

- 1) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for all employees of the CITY.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000.00 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to all City leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

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

9. ADMINISTRATION AND SUPERVISION

CITY, (or designee), shall administer this Agreement and supervise the SRO on behalf of the CITY. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

10. EMPLOYMENT STATUS

SRO shall remain employees of the City of Palm Springs on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or an officer of DISTRICT.

11. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT shall not be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the SRO, the CITY, or the CITY'S employees or agents in the performance of this Agreement. The CITY shall assume the defense of, and shall indemnify and hold harmless the DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement by CITY.

The CITY shall not be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the DISTRICT, or the DISTRICT'S employees or agents in the performance of this Agreement. The DISTRICT shall assume the defense of, and shall indemnify and hold harmless the CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement by DISTRICT.

Nothing in this Section 11 shall limit any liability of DISTRICT or CITY, which liability pertains to any act or omission by any party arising from any event occurring outside of the performance of this Agreement by CITY.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

12. ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of the CITY.

13. ENTIRE AGREEMENT

This Agreement supersedes all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

14. WAIVER

Any waiver by the CITY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of CITY to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping CITY from enforcement hereof.

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in

full force without being impaired or invalidated in any way.

16. TERMINATION

The term of this agreement is for the 2021/2022 school year; however the agreement may be amended at any time by the mutual consent of the parties hereto and may be terminated by either party upon thirty (30) days written notice to the other of its intention to do so. In the event this agreement is terminated, the cost shall be prorated on the basis on one tenth per month of the remainder of the actual agreed services performed hereunder.

17. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve may be amended at any time by the he same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution.

18. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by each Party's governing body. The Parties have entered into this Agreement as of the day and year first herein above appearing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

*****(USE BELOW FOR CITY SIGNATURE FORM)*****

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: _____

Name: Brian J. Murray, Ed.D.

Title: Assistant Superintendent, Business Services
(District)

Date: _____

ATTEST: City of Palm Springs, a Municipal Corporation

By: _____

Name: _____
(City Manager)

Date: _____

APPROVAL AS TO LEGAL FORM: City of Palm Springs, a Municipal Corporation

By: _____

Name: _____
(City Attorney)

Date: _____