

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF
POLICE TO EXECUTE, ON BEHALF OF THE CITY, SCHOOL
RESOURCE OFFICER AGREEMENT

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. The City Council makes the following findings:

a) Government Code Section 40602 requires that the Mayor shall sign all warrants drawn on the city treasurer, all written contracts and conveyances made or entered into by the city, and all instruments requiring the city seal, unless the legislative body has provided by ordinance that such instruments be signed by an officer other than the mayor.

b) In the interests of efficiency and in compliance with Government Code Section 40602, the City Council desires to authorize the Chief of Police to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, all contracts for School Resource Officer services, including all accompanying documents necessary for implementation of such contracts, for a period of five years from the effective date of this ordinance.

SECTION 2: Proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearing, including, without limitation:

a. Written information;

b. Oral testimony from City staff, interested parties, and the public;

c. The staff report, dated September 13, 2023, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and

d. Additional information submitted during the Public Hearing.

SECTION 4. Upon consideration of the written information, the staff report, all public testimony presented at the hearing held on this issue, this City Council authorizes the Chief of Police to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, all contracts for School Resource Officer services, including all accompanying documents necessary for implementation of such contracts, for a period of five years from the effective date of this ordinance.

SECTION 5. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The City Clerk is hereby directed to certify the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 11th day of OCTOBER, 2023 by the following vote to wit:

AYES : Councilmembers: GARCIA, GARCIA, MORASCO, MARTINEZ, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FEE5DB8C3B409...
DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2023-13 passed at a regular meeting of the City Council of the City of Escondido held on the 13th day of September, 2023, after having been read at the regular meeting of said City Council held on the 11th day of October, 2023.

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2023-13



CITY OF ESCONDIDO
SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (“Agreement”) is made and entered into as of the last signature date set forth below (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Lisa Rodelo
760- 839-4905
("CITY")

And: Escondido Union School District
School Facilities Corporation
a California corporation
2310 Aldergrove Ave.
Escondido, CA 92029
Attn: Andrew McGuire
760-432-2127
("DISTRICT").

(The CITY and DISTRICT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and DISTRICT staff;

WHEREAS, the Parties desire to promote positive relationships between DISTRICT students, CITY police, and the community;

WHEREAS, the Parties desire to enter into this Agreement for the performance of school resource officer (“SRO”) services described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Description of Services. CITY shall furnish all of the SRO services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. SRO Cost. In exchange for CITY’s completion of the Services, the DISTRICT shall pay the CITY

\$160,000 for actual costs of providing the Services ("SRO Cost"). The CITY shall be compensated only for actual costs of providing the Services described in this Agreement. No additional compensation shall be provided for any other work or services.

- a. The DISTRICT shall pay the SRO Cost as follows: One lump sum (100%) payment for the SRO Cost as specified in this Agreement upon receiving an invoice from the CITY. The CITY will submit the invoice for the SRO Cost for the term of this Agreement to the DISTRICT on or before November 1 for the following school year and be paid in full within 30 days. If the Agreement is terminated as provided herein, the CITY shall remit to the DISTRICT the proportional balance of any unused funds for that school year.
 - b. A failure to timely pay the CITY for the SRO Cost as billed shall relieve the CITY from providing the Services.
3. **Performance.** The CITY will provide one uniformed, regularly appointed, full-time peace officers to act as SROs for the benefit and use by Escondido Union School District, Escondido Union High School District, Escondido Charter, Classical Academy, Calvin Christian School, Grace Lutheran, and Escondido Christian (collectively, "Schools"). Each SRO is, and at all times will be, an employee of the CITY.
- a. **SRO Responsibilities.** Each SRO will, in addition to typical crime-related issues, have the following responsibilities:
 - (1) Make presentations to the Schools as requested;
 - (2) Be the liaison for subject matter experts in specific fields of law enforcement for presentations;
 - (3) Be the liaison of information with intelligence systems and intelligence units for the Schools;
 - (4) Be the liaison of information to other police agencies, including but not limited to school police agencies and agencies with school police officers;
 - (5) Present information internally at the Escondido Police Department in the form of briefing, and ongoing information exchange;
 - (6) Make court appearances on behalf of active cases; and
 - (7) Be a subject matter expert regarding events where students are impacted in any way.
 - b. **SRO Qualifications.** The CITY will provide three SROs for the Schools. Each SRO shall meet the following qualifications:
 - (1) Must have completed probation;
 - (2) Must have obtained a basic P.O.S.T. certificate;
 - (3) Must have a minimum of two years sworn police experience;
 - (4) Must be able to relate to youth in a positive manner;
 - (5) Must possess the personal qualities necessary to be a positive role model;
 - (6) Must have knowledge of all areas of law enforcement;
 - (7) Must possess the personal qualities necessary to effectively work with school administrators and teachers; and
 - (8) Must be able to make effective presentations to students.
 - c. **Schedules, Coverage, and Changes.** The CITY, through the Escondido Police Department, will provide the appropriate SRO coverage at the times it determines are appropriate on all days during which the Schools are in session, provided that the CITY's determination of the times for coverage will be made only after consultation with DISTRICT representatives. The CITY reserves the right to add, delete, or revise the schedule or location for the SRO when appropriate, provided that the CITY will meet and consult with DISTRICT representatives prior to any addition, deletion, or revision to any SRO schedule or location, and provided that no addition, deletion, or revision in SRO coverage shall be made without at least 90 days written

notice to the DISTRICT of the proposed action.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Either Party may terminate this Agreement for any reason upon providing the other Party with 60 days' advance written notice. The Party receiving the 60 days' advance written notice of termination agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
5. Insurance Requirements.
 - a. DISTRICT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Services, including results of such Services by the CITY, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if DISTRICT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) If DISTRICT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by DISTRICT.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage*. DISTRICT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of DISTRICT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors*. If applicable, DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and DISTRICT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

7. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For DISTRICT: Andrew McGuire
Assistant Superintendent of Business Services
Escondido Union School District
2310 Aldergrove Ave.
Escondido, CA 92029
Telephone: 760-432-2127
Fax: 760-432-6956

For CITY: Edward Varso
Chief of Police
Escondido Police Department
1163 N. Center City Parkway
Escondido, CA 92026
Telephone: 760-839-4706
Fax: 760-839-4921

8. Notice. All notices to be provided under this Agreement by either party to the other shall be in writing and given either by: (a) personal service; (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid; or (c) by facsimile with written and verbal confirmation obtained from the party to whom the notice is addressed. The addresses to which notices are to be provided are specified in Section 7 and may be changed by written notice given in accordance with the notice provisions of this section.
9. Board of Education Authorization. The DISTRICT shall approve this Agreement through action of its Board of Education.
10. Anti-Assignment Clause. DISTRICT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective.
11. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
12. Independent Contractor. No agency or employment relationship is created, expressly or impliedly, by the execution of this Agreement.
13. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and DISTRICT.
14. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and DISTRICT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
15. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

16. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
17. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
18. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
19. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
20. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and DISTRICT shall promptly provide the other Party with notice of any changes to such contact information.
21. Compliance with Laws, Permits, and Licenses. DISTRICT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of DISTRICT to comply with this section.
22. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Edward Varso, Chief of Police

ESCONDIDO UNION SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES

ATTACHMENT "A"

Scope of Work

A. General

The City of Escondido, a California municipal corporation ("City"), will provide the Escondido Union School District School Facilities Corporation, a California corporation ("District") with school resource officer services ("Services").

B. Location

The City will provide Services for the following District locations:

Escondido Union School District	
School	Address
Bernardo Elementary	1122 Mountain Heights Drive, Escondido, CA 92029
Central Elementary	122 W. Fourth Ave., Escondido, CA 92025
Conway Elementary	1325 Conway Drive, Escondido, CA 92027
Farr Elementary	933 Farr Ave., Escondido, CA 92026
Felicita Elementary	737 W. 13 th Ave., Escondido, CA 92025
Glen View Elementary	2201 E. Mission Ave., Escondido, CA 92027
Juniper Elementary	1809 Juniper St., Escondido, CA 92025
Lincoln Elementary	1029 N. Broadway, Escondido, CA 92026
L.R. Green Elementary	3115 Las Palmas Ave., Escondido, CA 92025
Miller Elementary	1975 Miller Ave., Escondido, CA 92025
North Broadway Elementary	2301 N. Broadway, Escondido, CA 92026
Oak Hill Elementary	1820 Oak Hill Drive, Escondido, CA 92027
Orange Glen Elementary	2861 E. Valley Parkway, Escondido, CA 92027
Pioneer Elementary	980 N. Ash St., Escondido, CA 92027
Reidy Creek Elementary	2869 N. Broadway, Escondido, CA 92026
Rock Springs Elementary	1155 Deodar Road, Escondido, CA 92026
Rose Elementary	906 N. Rose St., Escondido, CA 92027
Quantum Academy	420 N. Falconer Road, Escondido, CA 92027
Bear Valley Middle School	3003 Bear Valley Parkway, Escondido, CA 92025
Del Dios Academy of Arts and Sciences	1400 W. Ninth Ave., Escondido, CA 92029
Hidden Valley Middle School	2700 Reed Road, Escondido, CA 92027
Mission Middle School	939 E. Mission Ave., Escondido, CA 92025
Rincon Middle School	925 Lehner Ave., Escondido, CA 92026

Escondido Union High School District	
School	Address
Escondido High School	1535 N. Broadway, Escondido, CA 92026
Orange Glen High School	2200 Glenridge Road, Escondido, CA 92027
San Pasqual High School	3300 Bear Valley Parkway, Escondido, CA 92025
Valley High School	410 N. Hidden Trails Road, Escondido, CA 92027
Del Lago Academy	1740 Scenic Trails Way, Escondido, CA 92029

Independent / Charter Schools	
School	Address
Escondido Charter High School	1868 E. Valley Parkway, Escondido, CA 92027
Heritage Charter (K-8)	1855 E. Valley Parkway, Escondido, CA 92027
Classical Academy Middle School	144 W. Woodward Ave., Escondido, CA 92025
Classical Academy High School	207 E. Pennsylvania Ave., Escondido, CA 92025

ATTACHMENT "A"

Scope of Work

Calvin Christian Elementary	1868 N. Broadway, Escondido, CA 92026
Calvin Christian Middle School	2000 N. Broadway, Escondido, CA 92026
Calvin Christian High School	2000 N. Broadway, Escondido, CA 92026
Grace Lutheran Schools	643 W. 13 th Ave., Escondido, CA 92025
Escondido Christian School	923 Idaho Ave., Escondido, CA 92025

C. Services

The City will provide one uniformed, regularly appointed full-time peace officers as defined in Section 830.1 of the California Penal Code ("Officers") to provide Services at each of the District locations described in Section B, above.

D. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **July 31, 2024**.