

**AGREEMENT BETWEEN THE CITY OF BISHOP  
AND THE BISHOP UNIFIED SCHOOL DISTRICT  
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, entered into this \_\_\_\_th day of February, 2020, by and between the CITY of BISHOP, a municipal corporation (CITY), and the BISHOP UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (DISTRICT), is made in light of the following:

**MISSION STATEMENT**

It is the stated goal of this AGREEMENT to have a working partnership between the City and the District to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

**RECITALS**

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. DISTRICT is a political subdivision of the State of California located in Inyo County, California, and is organized and exists pursuant to the laws of the State of California.
- C. DISTRICT needs special services available through the School Resource Officer Program.
- D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.
- E. CITY employs sworn peace officers specially trained, experienced, and competent to provide law enforcement, and CITY is willing to provide law enforcement as described herein to DISTRICT on the terms and in the manner provided in this AGREEMENT.

**AGREEMENT**

NOW THEREFORE, CITY and DISTRICT agree as follows:

**1. TERM**

The term of this AGREEMENT shall commence February\_\_\_\_th, 2020. This AGREEMENT shall expire on June 30, 2023.

## 2. CITY SERVICES

- a. **Services – General.** CITY will provide one (1) full time sworn officer with the Bishop Police Department to function as a School Resource Officer (SRO). The SRO shall perform services under the supervision and control of the Bishop Chief of Police (Chief of Police). The type and manner of performance of the Services should promote safety in the learning environment. The Services contemplated by this AGREEMENT focus on District school sites and associated locations relevant to the SRO grant objectives.
- b. **Services – Mandatory.** CITY shall perform the following services:
  - i. Establish and maintain a liaison between DISTRICT personnel, Bishop Police Department personnel, and elements of the juvenile justice system.
  - ii. Serve as a resource to DISTRICT employees such as administrators, faculty, and security personnel as well as students and their parent(s) / guardian(s) on all law enforcement-related issues including crime prevention and investigations.
  - iii. Perform other duties as set forth in the SRO Job Description. (Attachment 1).

## 3. DISTRICT DUTIES

In addition to other duties specified in this AGREEMENT, DISTRICT shall do the following:

- a. **Staff Liaison.** DISTRICT will designate a staff member to serve as liaison to the Bishop Police Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's activities with DISTRICT activities and events.
- b. **District Personnel – Cooperation.** DISTRICT personnel shall cooperate with the SRO to facilitate his/her performance of Services pursuant to this AGREEMENT.

## 4. OPERATIONAL PROCEDURES

- a. **Uniformed officer.** The SRO will perform his/her duties in a police uniform approved by the Chief of Police. This uniform will include approved safety equipment.

- b. **Services – Timing.** CITY shall provide the one (1) full time SRO to DISTRICT with the SRO generally providing Services on days when school is in session. The hours of the SRO are flexible to meet the needs of activities at the schools.

## 5. FUNDING

- a. **Personnel.** City is required to maintain one (1) full time sworn SRO to provide the Services required by this AGREEMENT.
- b. **Funding of Personnel.** CITY, with assistance of the District, shall determine the SRO to perform the Services. Commencing with this AGREEMENT, the DISTRICT will not be responsible for any portion of the salary and/or benefits of the SRO provided by the CITY with this AGREEMENT for the first three years.

The DOJ Tobacco Grant will fund the following dates:

Year 1:	December 1, 2019 through June 30, 2020;
Year 2:	July 1, 2020 through June 30, 2021;
Year 3:	July 1, 2021 through June 30, 2022.

The fourth year of this AGREEMENT (July 2022/ June 2023) will be funded by the CITY, DISTRICT, and Inyo County Board of Education (ICOE). Each will pay 1/3 of salary and benefits for the SRO.

The CITY, DISTRICT, AND ICOE are responsible for funding the following dates:

Year 4:	July 1, 2022 through June 30, 2023.
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## 6. DISMISSAL AND REPLACEMENT

In the event that the Superintendent of the DISTRICT believes the SRO is not effectively or proficiently performing his/her duties or responsibilities, the DISTRICT Superintendent may notify the Chief of Police in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities, and may also recommend that the SRO be removed from campus. Within ten (10) school days of such notice, the Chief of Police or a member of his Command Staff shall meet with the SRO and the DISTRICT Superintendent and attempt to mediate or resolve any problems which may exist. If, after reasonable attempts are made to mediate and resolve any issues that may exist but without resolution, the SRO shall be removed from the program at the request of the Superintendent.

The Chief of Police at his/her discretion may dismiss or reassign the SRO based on department rules, regulations, administrative reasons, and/or department directives, or when it is in the best interest of the Bishop Police Department to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, the CITY shall provide a temporary replacement of the SRO, and a permanent replacement for the SRO shall be made as soon as practical.

## **7. TERMINATION**

DISTRICT or CITY may terminate this AGREEMENT any time after the Effective Date, by giving a sixty (60) day written notice to the other party. CITY shall continue to provide Services after notice of termination and during the sixty (60) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

## **8. INDEMNIFICATION**

- a. **District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this AGREEMENT. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.
- b. **City's Obligation.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this AGREEMENT. CITY assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT.

## **9. ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

## 10. NOTICE / REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT.

CITY                      Chief of Police  
Bishop Police Department 207 W. Line Street  
Bishop, CA 93514

DISTRICT                Superintendent  
Bishop Unified School District 301 N. Fowler Street  
Bishop, CA 93514

## 11. NO THIRD-PARTY BENEFICIARY

This AGREEMENT, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed.

\_\_\_\_\_  
Chair of the Bishop School Board

\_\_\_\_\_  
Bishop City Administrator

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Bishop Union Superintendent of Schools

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Bishop Chief of Police

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Inyo County Superintendent of Schools

\_\_\_\_\_  
Bishop City Attorney

Attachment: SRO Job Description