

**NAPA COUNTY OFFICE OF EDUCATION
& NAPA COUNTY
Agreement No. 170821B**

School Resource Officer Services Funding Agreement

This Agreement is made and entered into this 20th day of August, 2024, by and between the Napa County Office of Education, a public educational agency, whose business address is 2121 Imola Avenue, Napa, California 94599, hereinafter referred to as “NCOE” and Napa County, a political subdivision of the State of California, whose business address is 1195 Third Street, Room 310, Napa, California 94559, hereinafter referred to as “COUNTY.”

RECITALS

Whereas, NCOE desires to have a COUNTY School Resource Officer (SRO) assigned to expand campus safety at Camille Creek Community School operated by the Napa County Office of Education located at 2121 Imola Avenue, Napa, California.

Whereas, the COUNTY School Resource Officer provides services to juveniles pursuant to California law; and

Whereas, COUNTY is willing and able to make the desired placement under the following terms and conditions.

TERMS

Now, therefore, the parties agree as follows:

1.) **Term:** The term of this Agreement shall commence on August 14, 2024 and end on June 16, 2025.

2.) **County Obligations:**

a.) During the term of this Agreement, COUNTY shall provide the services set forth in Exhibit “A,” attached hereto and incorporated by reference herein.

b.) Submission of Payment Requests: Through its Sheriff’s Office, COUNTY shall submit to NCOE written requests for payment on a quarterly basis in a form satisfactory to NCOE for services provided by COUNTY under paragraph 2(a).

3.) **NCOE Obligations:**

a.) Amount of payment for services: For the services provided by the COUNTY under this Agreement, NCOE shall pay COUNTY the cost in salary and benefits of the School Resource Officer (SRO) assigned in an hourly amount of \$134, not to exceed a total maximum amount of 1,507 hours or TWO HUNDRED ONE THOUSAND NINE HUNDRED THIRTY-EIGHT dollars (\$201,938). NCOE agrees to pay the COUNTY on a quarterly basis within 30 days of receipt of the invoice from COUNTY.

b.) Space and equipment to be provided: NCOE shall provide and pay for office space for the SRO provided for under this Agreement, including those things ordinarily associated with an office including but not limited to heat, a telephone, a desk, computer, printer and access to a FAX machine.

4.) Relationship to the Parties:

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of the SRO by NCOE and any SRO providing services under this Agreement is, and shall continue to be, an employee of COUNTY under the supervision, management and control of COUNTY.

5.) Indemnification; Insurance:

a.) Indemnification: Both parties shall each defend, indemnify and hold harmless each other and their respective officers, employees and agents for and against any claim, action, loss, settlement or judgment arising out of the acts or failure to act of that party or its officers, employees or agents under the terms of this Agreement.

b.) Liability Insurance:

1.) General Liability: Each party shall obtain and maintain in full force and effect during the term of this Agreement, commercial comprehensive general liability insurance coverage (personal injury and property damage) or equivalent self-insurance or combination thereof, of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party to any officer, agent or employee of that party under this Agreement except for acts or omissions performed in strict compliance with express direction by the other party's governing board, officers or personnel.

2.) Comprehensive Automobile Liability Insurance: Each party shall obtain and maintain in full force and effect during the term of this Agreement, a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

c.) Certificates of Coverage: When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverage shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall name the other party, its officers, employees, and agents as additional insured's; shall be kept current during the term of this Agreement; and shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified

copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

6.) Amendments/Modifications of Agreement:

Any requests for modifications to this Agreement shall be submitted in writing and approved by NCOE and the COUNTY.

7.) Interpretation/Venue: This Agreement is governed by California laws. Any enforcement action will be in Napa County.

8.) Termination, Notices:

Either party may terminate this Agreement for any reason by giving the other party no less than ten (10) working days advance written notice of the intent to do so. NCOE will be responsible for payment for all services rendered if the agreement is terminated early. Notice shall be deemed given for this purpose when deposited in the United States' mail, first class postage prepaid, and addressed to the following persons or their successors in office:

To COUNTY:
Oscar Ortiz, Sheriff
Napa County Sheriff's Office
1535 Airport Blvd.
Napa, California 94558

To NCOE:
Barbara Nemko, Superintendent
Napa County Office of Education
2121 Imola Avenue
Napa, California 94559

9.) No Waiver:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

10.) Severability:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

11.) Entirety of Contract:

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement:

NAPA COUNTY OFFICE OF EDUCATION

By: 
JOSHUA SCHULTZ, Deputy Superintendent

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: July 29, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

WORK TO BE PERFORMED

COUNTY shall provide NCOE with the following services:

1.) Description of Services:

Location: Napa County Court and Community School

Deputy Sheriff will act as a School Resource Officer (SRO) at the Napa County Office of Education Camille Creek Community School.

Duties promote:

Safe School Environment

Alcohol and Drug Prevention and Early Intervention

Violence Prevention and Early Intervention

Safe School Policies

Community Partnerships