City of Los Alamitos

Agenda Report Consent Calendar

July 29, 2013

Item No: 3A

To:

Mayor Warren Kusumoto & Members of the City Council

Via:

Gregory D. Korduner, Interim City Manager

From:

Todd Mattern, Chief of Police

Subject:

School Resource Officer Agreements

Summary: The purpose of this report is to request authorization for the City of Los Alamitos to enter into agreements with the Los Alamitos Unified School District and the City of Seal Beach to share costs for the School Resource Officer.

Recommendation:

- 1. Authorize the Mayor to execute the Agreement between the City of Los Alamitos and the Los Alamitos Unified School District for the School Resource Officer; and,
- Authorize the Mayor to execute the Agreement between the City of Los Alamitos and the City of Seal Beach for the School Resource Officer.

Background

In February, the City Council considered the Los Alamitos Unified School District's (LAUSD) request to commit to a School Resource Officer for the safety and security of the students attending Los Alamitos High School. At the February 19, 2013 City Council Meeting, the City Council directed staff to seek to enter into agreements to share the cost of the school resource officer with the District, City of Seal Beach, and County. After the County declined to participate, staff was directed to proceed with agreements to share the cost of the School Resource Officer as follows: 50% - Los Alamitos, 25% LAUSD, and 25% City of Seal Beach.

A proposed agreement was brought before the Los Alamitos City Council during the meeting on July 15, 2013. City Council had several concerns about the agreement, primarily related to the lack of mutual indemnification and the verbiage which references the SRO as an independent contractor. City Council directed staff to re-negotiate the agreement with the Los Alamitos Unified School District and bring it back at a future meeting.

Discussion

As instructed by the City Council, the City Attorney contacted the School District's attorney and requested several modifications to the SRO agreement. The changes, reflected in the attached version of the Agreement, are as follows:

- 1. The independent contractor language was removed from paragraph 6;
- The Workers' Compensation language in paragraph 7 was clarified to indicate that the District's lack of obligation to provide Worker's Compensation coverage refers only to the SRO, and not to its own employees;
- 3. The Indemnification provision in paragraph 8 was written to provide for mutual indemnification; and,
- 4. The Insurance section (paragraph 9) was modified to clarify that each party shall insure the other, and provide the other with a certificate of insurance. Also, if the City must pay extra to provide the insurance certificate, the City may either cancel the agreement or charge the District for 50% of the additional cost changed from 25%.

The District's attorney accepted the proposed modifications, suggesting non-substantive language changes to the indemnification provision. He initially requested a modification of the insurance language to make the City's insurance primary and the District's secondary; however, our City Attorney rejected that modification. The attached version of the agreement is acceptable to the District.

On July 22, 2013, the City of Seal Beach City Council approved the attached agreement to share in the cost of the School Resource Officer, pending the approval of the agreement by the City of Los Alamitos and the School District.

Fiscal Impact

The budget for Fiscal Year 2013-14 includes \$189,819 (a preliminary estimate), for the entire School Resource Officer position in the Youth Services Account 527. As the budget was refined, this amount was reduced to \$179,000. This cost will be offset in the amounts of \$44,750 each from LAUSD and the City of Seal Beach.

Submitted By:

Todd Mattern Chief of Police Approved By:

Gregory D. Kordune Interim City Manger Fiscal Impact Reviewed By:

Joshua A. Brooks Finance Director

Attachments:

- 1. Agreement between the City of Los Alamitos and LAUSD for an SRO
- 2. Agreement between the City of Los Alamitos and the City of Seal Beach for an SRO

SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into as of July 1, 2013, by and between the City of Los Alamitos ("Los Alamitos" or "The City"), a municipal corporation, and the Los Alamitos Unified School District (the "District"), a public entity. The City of Los Alamitos and the District hereinafter may be referred to collectively as the "Parties."

RECITALS

The Parties have entered into this Agreement with reference to the following facts and circumstances:

- 1. The District desires to contract with Los Alamitos for the assignment of a City SRO to provide police services at Los Alamitos High School as a School Resource Officer ("SRO").
- 2. The Parties intend that the SRO assigned to Los Alamitos High School will provide school-based police services.

AGREEMENT

NOW, THEREFORE, BASED UPON FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT. IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

The initial term of this Agreement shall be from July 1, 2013, through June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

This Agreement shall not automatically extend beyond its initial term unless agreed to by the Parties.

2. SCOPE OF WORK

The City of Los Alamitos agrees to assign one (1) SRO as the minimum staffing level under this Agreement.

3. SCHOOL RESOURCE OFFICER ASSIGNMENT

The SRO assigned to the District shall be selected by the City of Los Alamitos Police Department in consultation with the District's Superintendent or designee. The SRO must successfully complete a District orientation before his/her deployment. 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 of Los Alamitos Police Department.

The 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 Los Alamitos 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 an SRO, the principal or his/her designee shall state such concerns in writing directed to the District's

Superintendent, or his or her designee.

The SRO shall have a regular work schedule of four 10-hour days per week. It is intended that there will be some flexibility in that schedule from week to week, depending upon what is happening at LAHS. The Police Chief and the LAHS principal, or their designees, shall coordinate regarding such scheduling flexibility.

It is intended that the SRO keep normal hours at LAHS only when school is in session, but the SRO will be available at other times, on an 'as needed' basis. The Police Chief and the LAHS principal, or their designees, shall coordinate regarding such other times when the SRO is needed.

Los Alamitos intends to designate one specific sworn officer to be the SRO. Accordingly, the provision of services pursuant to this Agreement shall be subject to the availability of that specific officer, i.e., when that officer is off work due to vacation, sickness or injury, there will not be another officer available to perform the SRO's specific duties. Los Alamitos will make every reasonable effort to have those breaks in availability occur when school is not in session.

The City shall retain the right to approve requests for sick leave, vacation, or other absences. In the event an 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 particular school assigned.

4. VEHICLES AND EQUIPMENT

Except as otherwise provided in this Agreement, the City shall furnish all equipment which may be required to support the SRO assigned to the District under this Agreement .In addition, the City shall furnish each SRO with a vehicle which is equipped and maintained pursuant to City standards and policies, equipment for the vehicles, and maintenance for the vehicles.

5. CONSIDERATION

It is the intention of the parties that the District pay to Los Alamitos 25% of the full cost to Los Alamitos of employing and equipping the SRO. That full annual cost has been determined to be \$179.000 in the initial year of this Agreement. A full written accounting shall be provided to the Parties for approval prior to final execution of this Agreement. Upon full approval of the accounting referenced above, the District shall pay to Los Alamitos the amount of \$44,750.00, no earlier than July 1, 2013, and no later than thirty days after approval by the governing body of District, for its share of the first-year cost of the SRO.

For subsequent years, Los Alamitos shall give the District notice of and a full accounting for final approval of the amount due for the next year, no later than November 15^{th.} Should notice and information not be provided by that time, then the City agrees that costs will not increase by more than 5% over the prior year. Payment shall be made to City between July 1st and July 15th of each subsequent year.

6. SRO NOT AN EMPLOYEE OF DISTRICT

In the performance of services under this Agreement, Los Alamitos and the SRO shall not be considered employees of the District. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the District and the SRO assigned under this Agreement. Directions issued by the District to the SRO only relate to the objectives to be achieved and not the actual means to accomplish such objectives. The City of Los Alamitos shall assume responsibility for federal and state income tax withholding for its employees, including but not limited to the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (PICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that the City of Los Alamitos is required to make as the employer of the SRO.

7. WORKERS' COMPENSATION

The District's responsibility for compensation under this Agreement shall be limited to the provisions of Section 5. The District shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit to the SRO that is based upon the relationship of employer and employee.

8. INDEMNITY

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 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. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's operations, or services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with service by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the City, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of District property.

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

9. INSURANCE

<u>Insurance</u>. Each party, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The parties 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 \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) 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 any and all employees of the party.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all 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 the parties, and any approval of said insurance by the other party, or its insurance consultants) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by each party pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

- E. If City does not already have a type or amount of insurance called for in this paragraph, or if the addition of an additional insured clause results in an additional premium to City, City shall have the choice of obtaining it, and increasing the charge to District by 50% of the cost thereof, or of cancelling this Agreement forthwith.
- F. If District does not already have a type or amount of insurance called for in this paragraph, or if the addition of an additional insured clause results in an additional premium to District, District shall have the choice of obtaining it at its own expense, or of cancelling this Agreement forthwith.

10. TERMINATION

City shall have the right to terminate this Agreement upon sixty days written notice to District. District shall be entitled to terminate this Agreement by providing written notice of non-renewal at least one hundred fifty days before the beginning of the next fiscal year, to wit, July 1st. If District fails to provide said written notice by said date, this Agreement shall be continue in force for the subsequent contract year. In the event of such termination, City shall be paid for its services performed to the effective date of such termination.

11. NOTICES

Any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective Party as follows:

DISTRICT: CITY OF LOS ALAMITOS

Los Alamitos Unified School District

Attn: Patricia L. Meyer

10293 Bloomfield Street

Los Alamitos, CA 90720

City of Los Alamitos

Attn: City Manager

3191 Katella Avenue

Los Alamitos, CA 90720

Any Party who desires to change its address for notice may do so by giving notice as set forth herein.

12. EMERGENCY

In the event of an emergency situation in which staffing of the SRO must change, the parties will meet, discuss, and determine a resolution, including financial reimbursement if applicable.

13. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

14. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and duly signed by the Parties hereof.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect unless the primary purpose of the Agreement to a Party has been determined to be invalid.

17. SUCCESSORS AND ASSIGNS

All rights of each Party under this Agreement shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each Party shall bind the successors in interest and assigns of each Party.

18. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The Parties agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Orange County, California.

19. INTEGRATION

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding verbal or otherwise, exists between the Parties.

20. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve the 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.

21. 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 the each Party's governing body. The Parties have entered into this Agreement as of the day and year first herein above appearing.

[** Signatures on following Page **]

Intending to be legally bound, the part this Agreement, below, as of, 201	ies' authorized 3.	representatives	have	executed
City of Los Alamitos				
Mayor	1000000			
Attest:				
City Clerk				
Approved as to form:				
City Attorney				
Los Alamitos Unified School District				
(by)				
Attest:				
(by)	Palacantus			
Approved as to form:				
Attorney for District				

SCHOOL RESOURCE OFFICER REIMBURSEMENT AGREEMENT

BETWEEN



THE CITY OF LOS ALAMITOS 3191 KATELLA AVENUE LOS ALAMITOS, CALIFORNIA 90720

AND



THE CITY OF SEAL BEACH 211 - 8TH STREET SEAL BEACH, CALIFORNIA 90740

This School Resource Officer Reimbursement Agreement ("Agreement") is made as of the 1st day of July, 2013 (the "Effective Date") by and between the City of Los Alamitos ("Los Alamitos"), a California municipal corporation, and the City of Seal Beach ("Seal Beach"), a California charter city. Los Alamitos and Seal Beach shall be referred to herein collectively as the "Parties" and each individually as a "Party."

RECITALS

- 1. Los Alamitos has agreed to provide the Los Alamitos Unified School District (the "District") with a sworn peace officer to serve as a School Resource Officer (the "SRO") pursuant to an agreement between Los Alamitos and the District dated 15th day of July, 2013 (the "SRO Agreement"), a copy of which is attached hereto as Exhibit A to the Agreement below.
- 2. The Parties to this Agreement mutually desire to share the costs of providing the SRO to the District pursuant to the terms and conditions set forth in the Agreement below.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1. Term

- A. The term of this Agreement shall commence as of the Effective Date and continue until terminated as provided herein, but in no event shall survive the termination or expiration of the SRO Agreement.
- B. Seal Beach may terminate this Agreement upon 10-days notice to Los Alamitos if Los Alamitos fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.
- C. Seal Beach may terminate this Agreement without cause as of any anniversary of the Effective Date by providing 150–days prior notice to Los Alamitos.
- D. Los Alamitos may terminate this Agreement without cause by providing 60-days prior notice to Seal Beach. In the event of such termination, Los Alamitos shall refund to Seal Beach an amount equal to 1/365th of the amount it paid to Los Alamitos pursuant to this Agreement for the then current year fiscal year multiplied by the number of days remaining in that fiscal year as of the termination date. Such refund shall be due to Seal Beach on or before the termination.

2. Reimbursement

- A. Seal Beach shall reimburse Los Alamitos on an annual basis, 25% of the cost of the SRO provided to the District pursuant to the SRO Agreement. During the first year of this Agreement, the total reimbursement amount shall be \$44,750, which shall be paid to Los Alamitos by July 31, 2013. In subsequent years, Los Alamitos shall give Seal Beach notice of any increase in the SRO's cost at least 60 days before such increase goes into effect. No increase in the SRO's cost of more than 5% shall be used to calculate the amount Seal Beach owes Los Alamitos under this Agreement unless Los Alamitos has provided the required written notice
- B. Los Alamitos shall submit to Seal Beach annual invoices for all amounts claimed pursuant to this Agreement. Such invoices shall be submitted by November 15th of each year

commencing November 15, 2013, and shall identify the basis upon which the amount was calculated, including for example and not by way of requirement or limitation, the employment category and salary of the officer or officers who served as the SRO during the month for which reimbursement is claimed. Seal Beach shall pay Los Alamitos by June 30th of the following year.

3. Personnel

- A. All personnel performing services under the SRO Agreement shall at all times be under Los Alamitos' exclusive direction and control and none shall be deemed to be an employee of Seal Beach. Los Alamitos shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under the SRO Agreement and as required by law. Los Alamitos shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- B. Los Alamitos shall indemnify and hold harmless Seal Beach and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of Seal Beach officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Los Alamitos' personnel practices. The parties' duties under this paragraph shall survive termination of this Agreement.

4. Insurance

Los Alamitos shall procure and maintain in full force and effect for the duration of this Agreement all insurance policies it is required to have under the SRO Agreement. Moreover, these policies must contain, or be endorsed to contain, the following provisions:

- A. Seal Beach, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of Seal Beach officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Los Alamitos; products and completed operations of Los Alamitos; premises owned, occupied or used by Los Alamitos; or automobiles owned, leased, hired or borrowed by Los Alamitos. The coverage shall contain no limitations on the scope of protection afforded to Seal Beach, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of Seal Beach officials which are not also limitations applicable to the named insured.
- B. For any claims related to this Agreement or the SRO Agreement, Los Alamitos' insurance coverage shall be primary insurance as respects Seal Beach, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of Seal Beach officials. Any insurance or self-insurance maintained by Seal Beach, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of Seal Beach officials shall be in excess of Los Alamitos' insurance and shall not contribute with it.
- C. Los Alamitos' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- D. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled or materially modified except after 30 days' prior written notice by first class mail has been given to Seal Beach, or 10 days' prior written notice by express overnight mail if cancellation is due to nonpayment of premiums.
- E. Each insurance policy, except for the professional liability policy, required by this Section shall expressly waive the insurer's right of subrogation against Seal Beach and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of Seal Beach officials.

5. Indemnity

Los Alamitos shall indemnify and hold harmless Seal Beach and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of Seal Beach officials (collectively "Indemnitees"), from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Los Alamitos in connection with the SRO or its performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Los Alamitos shall defend Indemnitees, at Los Alamitos' own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Los Alamitos shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Los Alamitos' obligations to indemnify shall not be restricted to insurance proceeds, if any, received by either Party or the Indemnitees. All obligations under this Section shall survive termination of this Agreement.

6. Tort Liability

Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. In the event a court of competent jurisdiction construes this Agreement to be an agreement as defined in Government Code Section 895, each Party hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including actual attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.21.

7. Dispute Resolution

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve the 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.

8. Notice

A. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the Party at the following addresses:

If to Los Alamitos: City of Los Alamitos

3191 Katella Avenue

Los Alamitos, California 90720

Attn: City Manager

If to Seal Beach: City of Seal Beach

211 - 8th Street

Seal Beach, California 90740

Attn: City Manager

B. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Miscellany

- A. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.
- B. The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- D. No third party, including but not limited to the District, shall be deemed to have any rights hereunder against either Party as a result of this Agreement.
- E. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. In no event shall the making by Seal Beach of any payment to Los Alamitos constitute or be construed as a waiver by Seal Beach of any breach of covenant, or any default which may then exist on the part of Los Alamitos, and the making of any such payment by Seal Beach shall in no way impair or prejudice any right or remedy available to Seal Beach with regard to such breach or default. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. If a Party commences any legal, administrative or other action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the losing Party all of its attorneys' fees and other costs incurred in connection therewith.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF LOS ALAMITOS	CITY OF SEAL BEACH
Ву:	Ву:
Warren Kusumoto Mayor	Gary Miller Mayor
Attest:	Attest:
By:	Ву:
Windmera Quintanar, CMC City Clerk	Linda Devine City Clerk
Approved as to form:	Approved as to form:
By:	Ву:
Cary Reisman City Attorney	Quinn Barrow City Attorney

EXHIBIT A

SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS UNIFIED SCHOOL DISTRICT