

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. A2016-00409 BETWEEN THE CITY OF SAN BUENAVENTURA AND
THE VENTURA UNIFIED SCHOOL DISTRICT**

THIS THIRD AMENDMENT (“Amendment”) to Professional Services Agreement No. 2016-00409 (“Agreement”) is made and executed on the dates set forth below by and between the Ventura Unified School District (“District”), and the City of San Buenaventura (“City”), a charter city and municipal corporation.

Pursuant to Section 11 of the Agreement, attached hereto, the Agreement is being amended by mutual agreement of the parties, as follows:

(1) The “RECITALS” section is hereby replaced with the following:

WHEREAS the mission of the SRO Program is to assist the school district in maintaining a safe environment and to develop a positive relationship between students and law enforcement. And,

WHEREAS the District and the CITY recognize that school officials have primary responsibility for school discipline issues and as such disciplinary issues related to students will be handled by school officials. And,

WHEREAS the District is committed to implementing non-punitive and restorative approaches to student discipline as widely as possible and,

WHEREAS School resource officers have primary responsibility for criminal public order offenses. And,

WHEREAS, the District and the City realize that not all potential situations will be clearly defined by this MOU, the parties do agree to meet and to work together for the purpose of identifying the best course of action for all parties involved. To that end, school officials and school resource officers will collaborate on issues of mutual concern, including but not limited to:

- Campus safety
- Dispute Resolution
- Student education and/or ^{bb} mentoring opportunities
- Student threat assessments and follow up
- Law-related counseling
- School official/SRO trainings including in restorative discipline approaches
- Data collection and progress monitoring
- And,

WHEREAS the PARTIES desire the presence of School Resource Officers at the four High Schools, Community Day School, and four Middle Schools operated by the DISTRICT to help reduce and deter criminal activity, and,

WHEREAS the CITY is willing and able to provide School Resource Officers services to the DISTRICT to advance these objectives.

(2) "Section 1. CITY OBLIGATIONS", subsection B, is amended to read: "The SROs will be selected solely by the CITY with input provided by the District during the selection process."

(3) "Section 1. CITY OBLIGATIONS", is amended to add the following subsection F:

F. The Ventura Police Department's (VPD) K9 Unit agrees to provide K9 detection "sniffs" for the Ventura Unified School District (VUSD). The VPD K9 Unit will provide K9 detection for narcotics and explosive devices for each of the four VUSD high schools, one visit per month for the 2019/2020 school year. The VPD K9 Unit will also provide detection for all four graduations and upon request for VUSD high school-sponsored dances. The VPD K9 Unit will conduct all K9 detections in accordance with the VUSD administrative policy and standardized practices in accordance with the State of California POST standards. The VPD K9 Unit will conduct room and area detection searches only when a school representative is present, and the VPD K9 Unit will not conduct at any time, detection "sniffs" of persons. The financial agreement for this MOU will be contained in the annual contract between the Ventura Police Department and the VUSD.

The VPD K9 Unit will provide K9 detection for the following odors:

- Ecstasy
- Heroin
- Methamphetamine
- Cocaine
- Guns
- Ammunition
- Explosive Devices: (16 total scents commonly used in explosive devices, including but not limited to PETN C-4, Detonating Cord, TNT, Black Powder, C4 RDX, Chain fuse, Smokeless Powder, Pyrodex Powder, Urea Fertilizer, Potassium Chlorate, Sodium Chlorate)

(4) "Section 2. DISTRICT OBLIGATIONS" is amended to add the following at the end of paragraph A: "For the Term of this Third Amendment to the Agreement, the total estimated costs for three School Resource Officers and associated operating expenses are not to exceed \$776,281 (see Attachment - spreadsheet)."

(5) "Section 2. DISTRICT OBLIGATIONS", subsection D, is amended to name **Jennifer Rowe** as the person to whose attention payment shall be directed at the CITY.

(6) "Section 3. TERM OF AGREEMENT" is amended to add the following at the end of this section: "The parties mutually agree to a one-year extension of the Agreement to commence on July 1, 2019, and end on June 30, 2020."

(7) "Section 5. DESIGNATED REPRESENTATIVES", is amended as follows:

A. **Betsy George** is the designated DISTRICT representative who is responsible for negotiations and contractual matters. **Cynthia Frutos** is the designated DISTRICT representative responsible for coordination with the CITY representative.

B. Assistant Chief **Darin Schindler** is the designated CITY representative and is responsible for negotiation, contractual matters, and coordination with the DISTRICT representative.

(8) "Section 12. NOTICES", is amended to name **Assistant Chief Darin Schindler** and **Betsy George** as the persons to whom notices are to be sent.

Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

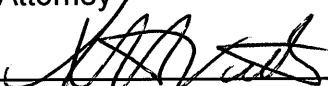
In witness whereof, the parties have signed this agreement on the dates set forth below.

City of San Buenaventura

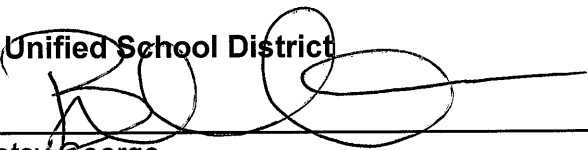
By:  _____ Date 10/23/19
Alex McIntyre
City Manager

APPROVED AS TO FORM:

Gregory G. Diaz
City Attorney

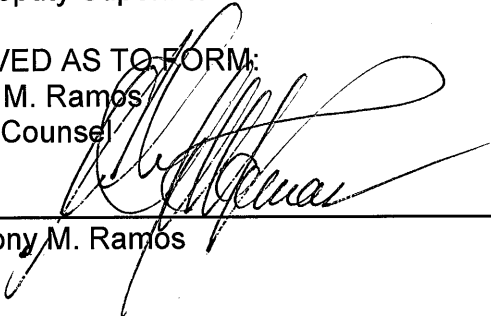
By:  _____ Date 10/18/19
Andy H. Viets
Senior Assistant City Attorney

Ventura Unified School District

By:  _____ Date 9/12/19
Betsy George
Deputy Superintendent Business Services

APPROVED AS TO FORM:

Anthony M. Ramos
General Counsel

By:  _____ Date 9/16/19
Anthony M. Ramos

SRO FY 19-20 Costs

Position	Salary/Benefits/Internal Services Costs	TOTAL	Ventura	VUSD
Officers 1,2,3	\$685,799	\$685,799	\$ 342,899.50	\$342,899.50
Training Conference	\$1,500	\$1,500		\$1,500
Vehicle/Maintenance/Fuel for 3 Cars	\$83,232	\$83,232	\$41,616	\$41,616
K-9 Detection	\$5,000	\$5,000		\$5,000
TOTAL COST		\$776,281	\$385,266	\$391,016

Note 1: National Association of School Resource Officers (NASRO) Conference. VPD pays for 2 Officers/VUSD pays for 1

Note 2: Vehicle/Maintenance/Fuel includes cost of Patrol Car, Service, and Estimated Fuel Costs. (\$27,744/Vehicle)

Note 3: K-9 Detection costs will be paid by VUSD.