



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: John Golden, Chief of Police

SUBJECT: Annual Agreement with the Kerman Unified School District for School Resource Officers

RECOMMENDATION: Council by motion adopt resolution approving agreement with the Kerman Unified School District for School Resource Officers for FY 2023-2024.

EXECUTIVE SUMMARY: The City of Kerman has entered annual agreements with the Kerman Unified School District to provide School Resource Officer support to the district campuses. Under the annual agreement, Kerman Police personnel respond to requests for law enforcement-related services to district properties. These services are provided 24 hours a day, each day of the year. However, the City provides a specific presence of School Resource Officers during normal school hours and events and the District reimburses the City for the costs associated with providing police services.

DISCUSSION

Historically, the Kerman Police Department has provided a police response to law enforcement related incidents at KUSD properties. The District has been paying to reimburse 80% of the cost of police services for two full-time police officers. The City benefits from the additional workforce options these officers provide and utilizes the officers 20% of the time for non-school-related functions.

FISCAL IMPACT:

The City and The District have reviewed the costs of School Resource Officers to include salaries, benefits, and equipment.

The District agrees to pay City a total of \$190,843.00 for the two SRO's to provide specialized police services to the District. Payment will be made in two installments of \$95,421.50 to be paid upon being invoiced by the City of Kerman in September 2022 and January 2023. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO's.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING THE ANNUAL AGREEMENT BETWEEN THE CITY OF KERMAN
AND THE KERMAN UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS
FOR FY 2023-2024**

WHEREAS, the annual agreement between the City of Kerman (City) and the Kerman Unified School District (District) for law enforcement school resource officer services expires on June 30, 2023; and

WHEREAS, the City would like to enter a new annual agreement for law enforcement school resource officer services.

NOW THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves the 2023/2024 annual Agreement for School Resource Officers which is attached as Exhibit 'A' and incorporated by reference.
3. The Council authorizes the city manager to sign the agreement on behalf of the City.
4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

This resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF KERMAN AND THE KERMAN UNIFIED SCHOOL DISTRICT
FOR POLICE SERVICES FOR FY 2023-2024**

This School Resource Officer Agreement (Agreement) is entered into on July 1, 2023, by and between the City of Kerman, a municipal corporation, ("City"), and The Kerman Unified School District ("District").

WHEREAS, District recognizes that the Kerman Police Department's provides necessary public safety and law enforcement services to the City which benefits District; and

WHEREAS, District further recognizes that the Kerman Police Department's assignment of School Resource Officers assigned to the District's schools to perform regular duty law enforcement services is greatly beneficial to District in assisting District in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, City recognizes that assignment of School Resource Officers to District Schools will make a safer, secure, and peaceful City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Section 1. Role and Responsibilities the City agrees to assign (2) two Police Officers to Kerman High School and its feeder elementary and middle schools as School Resource Officers (SRO). The base of operations for each SRO will be Kerman High School, where it is understood that the officer will respond to non-school calls, as needed, and attend meetings and training, as required by the Kerman Police Department. The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.

Section 2. Compensation District agrees to pay City a total of \$190,843.00 for the two SRO's to provide these services. Payment will be made in two installments of \$95,421.50 to be paid upon being invoiced by the City of Kerman in September 2023 and January 2024. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO's.

Section 3. Effectiveness, Duration and Termination This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through June 30, 2024. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

Section 4. Indemnification

- A. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.
- B. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- C. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

- E. In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- F. The parties' duty to indemnify each other and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.
- G. This section shall survive termination or expiration of this Agreement.

Section 5. Entire Agreement. This Agreement, including all recitals constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the City Council to execute this Agreement.

Section 6. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Section 7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Section 8. Independent Contractor and Not a Partnership. For the purposes of this Agreement, City and District shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between City and District. Officers providing services under this Agreement shall remain the employees of City, and shall not be employees of District.

Section 9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be dully given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

Section 10. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Section 13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Section 14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 16. Interpretation. The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 17. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Section 18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

[Signatures on Next Page]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as set forth below:

CITY OF KERMAN

By: _____
John Jansons, City Manager

Date: _____

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney

THE KERMAN UNIFIED SCHOOL DISTRICT

By: _____
Gordon Pacheco, Superintendent

Date: _____

Exhibit 'A'
(to agreement)

SCOPE OF WORK

SCHOOL RESOURCE OFFICER

- A. The SRO is a sworn City police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. The SRO will be maintaining safety, order, and discipline within his/her assignment. Although not an employee of the District, the SRO will be considered an active member of the administrative teams that serve each of the District schools.
- B. The SRO's assigned school buildings, grounds, and surroundings will be the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C. The SRO's duty schedule will be mutually determined by the District Superintendent and the Chief of Police.
- D. The SRO's schedule will generally be arranged to provide coverage throughout the school day to include peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- E. The SRO shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- F. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- G. The SRO may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship.
- H. The SRO shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the investigations unit.

- I. When it is in the best interest of the City and the school and with the approval of the school principal, the SRO may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the Police Chief and the school principal.
- J. Programs conducted in schools by other units of the Kerman Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- K. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO shall meet as needed, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- L. Other duties and responsibilities of the SRO includes proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the school's student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

- A. The SRO supervisor shall ensure that open lines of communication are in place between all the District schools and the Kerman Police Department. Meetings with the SRO shall be arranged as needed with school administration. The Chief of Police or his/her designee shall meet with the District Administration at least once each semester. The initial SRO /Administration meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The Chief of Police shall address any concerns regarding the performance of the SRO.
- B. The City shall be responsible for the cost of any required peace officer update training. The School District will pay for any SRO specific training or school that they elect to send the SRO to.
- C. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

POLICE INVESTIGATION AND QUESTIONING

- A. The SRO has been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain

exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flee from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SRO.

- B. The SRO shall provide information to the appropriate investigative sections of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.
- C. The school principal will be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).
- D. The authority of School Resource Officers ("SRO") extends to all schools in California (Penal Code Section 830). SROs do not need permission to enter school grounds, and school officials must not hinder or resist SROs in carrying out their duties on school grounds (Penal Code Section 148).
- E. The School District has designated SROs to be "school officials" who may have a legitimate educational interest in accessing student records. If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the student records, in compliance with state and federal law.
- F. Unless there is a health or safety emergency requiring disclosure of information contained within student records, the information obtained by an SRO from a student's records may not be shared with other law enforcement agencies or personnel. For this reason, circumstances where the SRO is provided access to student records should be limited and only when there is a legitimate educational interest in providing such access, or, an emergency situation exists.
- G. Access to student records by SROs should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log. Student records should remain in the possession of the school administrator(s) at all times.

ARREST PROCEDURES

- A. School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal.

- B. The following procedures should be adhered to where arrests of students or staff become necessary:
1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
 2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
 3. Persons, whose presence on school grounds is in violation of the law, shall be investigated for trespassing.
 4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

- A. School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- C. Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

- A. The SRO shall attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.
- B. The SRO shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.