

**CITY MANAGER'S/STAFF'S REPORT  
COUNCIL MEETING DATE:**

August 7, 2023

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**ITEM NO:** 7.

**SUBJECT:** Consideration of a Resolution Approving an Agreement with Selma Unified School District to Provide (2) School Resource Officers for the 2023-2024 School Year

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**BACKGROUND:** The primary mission of the Selma Police Department School Resource Officer (SRO) is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program. Specific desired outcomes of the program include:

- Reduction of criminal activity and fear on campus and foster a positive relationship with the school community
- Handle Calls For Service at Selma High School and Abraham Lincoln Middle School
- Identify school related enforcement problems and develop solutions in a problem-solving manner
- Provide a coordinated team effort between the Selma Police Department and Fresno County Probation
- A general improvement in the relationship between the parties listed herein.

Community Policing calls for a concern for all involved in contact with the law enforcement profession. To maximize the services provided to the community by the Selma Police Department, it is imperative to maintain a fully functioning relationship with educational entities within the city of Selma. This agreement between agencies will continue the enhancement of collaborative problem solving. In addition, bolster the quality of life for the students, parents, and staff of the respective schools.

**DISCUSSION:** City of Selma staff is proposing an agreement with the Selma Unified School District to provide two SROs, one to serve Selma High School (grades 9-12) and one serving Abraham Lincoln Middle School. The District agrees to reimburse the City 50% of the fully-burdened rate for two (2) Regular Duty Law Enforcement Officers as set forth herein. The District shall pay City a total of \$163,660.00 in ten (10) monthly payments of \$16,360.00.

Either party may terminate the agreement without cause upon thirty (30) calendar days' prior written notice to the other party.

**FISCAL IMPACT:** The City's contribution to the SRO was approved in the Fiscal Year 23-24 General Fund Budget up to \$60,000.00. An additional SRO would require an increase to the General Fund budget of an additional \$103,660 to cover the City's share of an additional officer.

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**RECOMMENDATION:** Staff is Recommending Council Adopt a Resolution Authorizing City Manager to Execute an Agreement with Selma Unified School District to provide services for (2) School Resource Officers for the 2023-2024 School Year.

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/s/  
Fernando Santillan, City Manager

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8/3/2023  
Date

**RESOLUTION NO. 2023 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN SELMA UNIFIED SCHOOL DISTRICT AND THE CITY OF SELMA FOR SCHOOL RESOURCES OFFICER PROGRAM**

**WHEREAS**, the agreement between agencies will lead to the enhancement of collaborative problem solving. In addition, bolster the quality of life for the students, parents, and staff of the respective schools; and

**WHEREAS**, the primary mission of the Selma Police Department (SPD) School Resources Officer (SRO) is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program; and

**WHEREAS**, the agreement provides that the City of Selma will receive a contribution from Selma Unified School District (SUSD) for fifty percent of SPD's operational costs for two regular duty SPD Officers at a designated SUSD school, for a total of \$163,660.00 in ten (10) monthly payments of \$16,360.00 beginning August 14, 2023 thru June 30, 2024; and

**WHEREAS**, the City of Selma is authorizing the City Manager to execute an agreement with SUSD for the purpose of providing police services for its SRO Program; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Selma as follows:

**SECTION 1.** The above recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council hereby approves the agreement attached as Exhibit A and incorporated herein by reference.

**SECTION 3.** The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

**SECTION 4.** **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of August, 2023, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:

(Signatures on following page)

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**AGREEMENT BETWEEN THE  
CITY OF SELMA AND THE SELMA UNIFIED SCHOOL DISTRICT  
FOR SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT is made and entered into effective the **14<sup>th</sup>** day of **August, 2023**, by and between the City of Selma, a California municipal corporation ("CITY"), and the Selma Unified School District, a unified school district ("DISTRICT").

**RECITALS**

The following recitals are a substantive portion of the Agreement.

- A. District intends to provide increased safety at its public schools by utilizing two (2) City Police Department Officers as a School Resource Officer(s) (SRO).
- B. The City desires to accommodate District's request for police services.
- C. It is not the intent of the Parties for the District to delegate to the City its duty to protect its students from foreseeable dangers.
- D. The Parties understand the District has broader legal authority to set and enforce rules than the City and its officer.
- E. The Parties understand student privacy rights limit the City's and assigned officer's access to District information, which may limit the City's and officer's ability to perceive a potential threat.
- F. The Parties anticipate the assigned officer's duties and travel between campuses will take the officer off-campus and result in the lack of the presence of an officer and marked vehicle during such times.
- G. The Parties acknowledge there is no viable legal theory on which a claim and/or cause of action could arise out of the absence of the assigned officer and/or the patrol vehicle at a school. Therefore, the Parties agree that absence of the assigned officer and/or the patrol vehicle at a school shall not be considered a substantial cause of an act or omission giving rise to a claim and/or cause of action against the City or the assigned officer.
- H. The DISTRICT wishes to contribute funds to partially offset the costs of the services of two (2) police officers currently employed by the CITY for the purpose of providing regular duty law enforcement services at a DISTRICT school.
- I. California Government Code section 53050 and Education Code section 35160 authorize DISTRICT to contract with persons specially trained, experienced, and competent to perform certain special services.

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:

**AGREEMENT**

Law Enforcement Services.

- (a) CITY shall assign two (2) sworn police officers (hereinafter referred to as "Officer") to serve as SRO at a DISTRICT-designated school (Selma High School and Abraham Lincoln Middle School) between the hours of 8:00 a.m. and 3:30 p.m., Monday through

Friday, during the normal school year and summer school schedule, except for annual leave allowances, and subject to the availability of officers.

- (b) For purposes of this Agreement, "availability of officers" shall be in the sole determination of Selma Police Department's (hereinafter "SPD") Chief of Police, or his/her designated representative, taking into consideration all relevant factors, including, and without limitation, the health of officer, shortage of manpower, funding, and duty assignment of officer(s) to higher priority matters. It is not a material breach of this Agreement if an Officer is absent from DISTRICT-designated school, pursuant to the terms of this Section.
- (c) SPD shall make reasonable efforts to select an SRO, or an acting SRO, for the days when the designated SRO may be on leave, absent for training, or otherwise not available, and DISTRICT may provide input regarding the selection of the SRO. Training absences will be kept to a minimum by being scheduled during the time that the DISTRICT is in session. SRO may work different hours if otherwise requested by the DISTRICT and approved by the SRO's immediate supervisor.
- (d) SRO shall provide law enforcement expertise to assist the school staff to maintain safety at DISTRICT schools. Such services shall include, but will not be limited to, performing campus community policing duties, handling truancy issues, complying with legal reporting requirements, and assisting the DISTRICT in providing security, directing traffic, and interacting with students and the community at mutually agreed upon activities. SRO shall perform his/her duties pursuant to the following guidelines:
  - (1) SRO's investigation and questioning of DISTRICT students shall be limited to offenses related to the operation of the DISTRICT or occurring on DISTRICT property, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
  - (2) SRO shall notify the DISTRICT principal as soon as practical of any law enforcement actions taken by an SRO or other police officers occurring on the DISTRICT property. If there is an emergency, the SRO or Officer shall take immediate action and will update DISTRICT officials after the emergency has been deemed safe and as soon as practical.
  - (3) SRO shall not become involved in DISTRICT administrative searches unless specifically requested by DISTRICT principal to provide security or to handle contraband where probable cause exists.
  - (4) SRO shall be responsible for monitoring the social and cultural environment around DISTRICT schools to identify existing or emerging youth gangs. Gang prevention in early intervention strategies should be coordinated between CITY and DISTRICT.
  - (5) SRO, through DISTRICT principal, may become involved with DISTRICT curriculum by providing instructional presentations to enhance DISTRICT students' understanding of the police mission and the responsibilities of citizenship. All educational documents and/or materials prepared for the aforementioned shall be DISTRICT property upon completion of preparation. Documents related to SPD investigations shall remain property of the CITY.

- (6) SRO shall serve as a role model by building close contacts and positive relationships with students to prevent juvenile delinquency and campus violence.
- (7) SRO should attend suspension and expulsion hearings at the request of the DISTRICT, and when available. SRO shall prepare to testify on any actions or observations personally taken at such hearings.
- (8) SRO will work to establish and maintain a collaborative partnership with DISTRICT administrators to provide a safe school environment through regular communications of crime trends, changes in laws, and issues and concerns of mutual interest.
- (9) SRO shall build positive relationships and work to increase communication between law enforcement, DISTRICT students, parents, and staff, and the community.
- (10) SRO shall wear a department approved uniform unless instructed otherwise by the SRO's immediate supervisor at SPD.
- (11) SRO may assist other SPD officers on calls, not DISTRICT-related, if additional resources are required off-campus.
- (12) SRO may attend to duties at SPD during DISTRICT- hours if SRO is unable to perform such duties at the DISTRICT office.

2. DISTRICT Contribution: To off-set 50% of SPD's operational costs for two (2) regular duty SPD Officers at DISTRICT-designated school, DISTRICT shall pay CITY a total of \$163,660 in 10 monthly payments of \$16,360. Amount shall be prorated based on date of assignment. Payments will be due by the fifteenth (15th) of the month following the month of service. For events held beyond the SRO-employment hours agreed under Section 1(a) above, DISTRICT shall be responsible for overtime pay at the fully burden rate for the additional SRO service, whether performed by the designated SRO or another SPD Officer, when a request is submitted by DISTRICT staff.

3. Term of Agreement. The term of this Agreement shall begin on August 14, 2023 and shall expire on June 30, 2024, unless terminated earlier in accordance with this Agreement.

4. Employment of Officer. City shall retain control over supervision, wages and other terms and conditions of employment of the officers providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District shall assist City with evaluation of the officers; however, the City shall have the responsibility to evaluate, manage, and supervise the officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the Duty Schedule and quality of Services.

5. Termination of Agreement.

(a) Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice of the intention to terminate and specifying the date of termination.

(b) This Agreement may be terminated by either party, following material breach by the other and failure of the breaching party to remedy the breach to the satisfaction of the breaching party within seven (7) days of receipt of notice specifying the breach. Following the seven (7) day

period, the non-breaching party may terminate the agreement upon service of written notice specifying the date of termination. If the nature of the breach cannot be remedied within seven (7) days, the reaching party shall submit a written proposal to the other party setting for the specific means to resolve the default and the anticipated resolution date. Consent by the non-breaching party to an extended remediation period shall not be unreasonably withheld.

(c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

6. Indemnification.

(a) DISTRICT shall indemnify, defend, and hold harmless 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) CITY shall indemnify, defend, and hold harmless 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) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, 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 equity for such losses, fines, penalties, forfeiture, 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.

(d) If DISTRICT rejects a tender of defense by CITY and/or the assigned officer under this Agreement, and it is later determined that CITY and/or the officer breached no duty of care and/or was immune from liability, DISTRICT shall reimburse 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 CITY and/or officer settles a liability claim, with or without participation by DISTRICT.

(e) Parties acknowledge that it is not the intent of the Agreement to create a duty of care by 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 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 CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

(f) The indemnity sections shall survive termination or expiration of this Agreement.

6. Student Records.

(a) The parties agree that the SRO shall be deemed to be a “school official” for the performance of SRO’s duties on behalf of DISTRICT. The SRO shall therefore be allowed access to student records, but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a “legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

(b) If confidential student record information is needed in an emergency to protect the health or safety of a student or others, may access information that is needed to respond to the emergency based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency, and the extent to which time is of the essence. The SRO shall notify the DISTRICT as soon as practical once this event has been addressed.

(c) If confidential student record information is needed by the SRO but no emergency exists, unless subsection (b) applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

(d) Pursuant to Education Code section 48902, the Principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offense.

7. Student Discipline. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

8. Program Criteria. DISTRICT and SPD will work collaboratively to be responsive to evolving school and law enforcement requirements.

9. Training and Supervision. The SRO shall receive SRO’s work assignments from the SPD and shall be supervised in the performance of SRO’s duties by the Chief of the SPD or designee. The SPD shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of DISTRICT or designee will provide the Chief of the SPD with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the SPD or designee.

10. Law Enforcement Records and Juvenile Case File Information. Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to DISTRICT Superintendent or his/her designee. In addition to providing such information directly to DISTRICT Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.



11. Feedback and Evaluation. DISTRICT and SPD agree on the importance of evaluating the SRO program. DISTRICT and SPD will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

12. 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.

13. 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.

14. Independent Contractor and Not a Partnership. For 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, constitutes, 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.

15. 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 duly 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. Notices shall be addressed as follows:

To City:

City of Selma  
Attention: Fernando Santillan, City Manager  
1710 Tucker Street  
Selma, CA 93662

To District:

Selma Unified School District  
Attention: Edward Gomes, Superintendent  
3036 Thompson Ave.  
Selma, California 93662

16. 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.

17. 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.

18. 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 a 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.

19. 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.

20. 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.

21. Conflict of Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provisions will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

22. Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in the case of disagreement, the mediator will be selected by receiving a list of potential mediators from State Mediation and Conciliation Services (SMCS) and the parties alternately striking one name from said list. The first party to exercise a strike shall be determined by witnessed coin toss. If mediation fails to resolve the dispute within thirty (30) days, or a time period as mutually extended by the parties, either party may pursue litigation. The prevailing party in any litigation will be entitled to the reimbursement of reasonable costs and attorney's fees.

23. Interpretation. The parties acknowledge that this Agreement in its final form 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.

24. Integration of Prior Terms and Conditions. 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 legislative body of the City to execute this Agreement, at the level of City Manager, City Attorney or equivalent.

25. Survivability. The indemnity sections shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Selma, California, the day and year first above written.

(Signatures Available on Next Page)

DRAFT

CITY OF SELMA,

SELMA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Fernando Santillan  
City Manager  
City of Selma

By: \_\_\_\_\_  
Edward Gomes  
Superintendent  
Selma Unified School District

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

By: \_\_\_\_\_  
Andrea Affrunti  
Assistant Superintendent  
Selma Unified School District

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Megan Dodd, City Attorney

Addresses:

CITY:  
City of Selma  
Attention: Fernando Santillan, City Manager  
1710 Tucker Street  
Selma, CA 93662

DISTRICT:  
Selma Unified School District  
Attention: Edward Gomes, Superintendent  
3036 Thompson Ave.  
Selma, California 93662