

## ITEM 4.15

### **CITY MANAGER'S REPORT NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES**

**RECOMMENDATION:** **Adopt Resolution Approving Agreement between the City of Lathrop and River Islands Academies to Provide School Resource Officer Services for the 2023-2024 School Year**

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#### **SUMMARY:**

The Lathrop City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department. The Lathrop Police Department currently assigns two (2) SROs to River Islands Academies public school campuses in the City of Lathrop on a rotational basis. Having an SRO on campus enhances student and staff safety and fosters positive relationships between law enforcement and the school community.

The proposed agreement outlines the responsibilities of each party involved including indemnification to address potential liability associated with providing the SRO services.

Staff recommends City Council approve the agreement between the City of Lathrop and River Islands Academies to Provide School Resource Officer Services for the 2023-2024 School Year.

#### **BACKGROUND:**

The City of Lathrop's City Council recognizes the importance of school safety and approved four (4) SROs as part of the Lathrop Police Department. The SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment.

The Lathrop Police Department currently assigns two (2) SROs to River Islands Academies public school campuses in the City of Lathrop on a rotational basis. The City of Lathrop and River Islands Academies are aligned with their shared commitment to prioritize the safety and welfare of the students and the school community. The proposed agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing SRO services.

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**ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES**

**REASON FOR RECOMMENDATION:**

The Lathrop Police Department currently assigns two (2) School Resource Officers to River Islands Academies public school campuses. The proposed agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing the SRO services.

**FISCAL IMPACT:**

The personnel cost of the School Resource Officers assigned to River Islands Academies is included in the City of Lathrop's FY 23-24 Adopted Budget.

**ATTACHMENTS:**

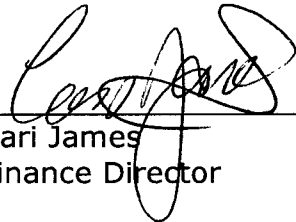
- A. Resolution Approving Agreement between the City of Lathrop and River Islands Academies to Provide School Resource Officer Services for the 2023-2024 School Year
- B. Agreement between the City of Lathrop and River Islands Academies to Provide School Resource Officers for the 2023-2024 School Year

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**NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING**  
**AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS**  
**ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES**


**APPROVALS:**

  
\_\_\_\_\_  
Stephen Sealy  
Interim Chief of Police

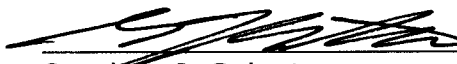
10/16/23  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

10/26/23  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

10-18-2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

11.1.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR THE 2023-2024 SCHOOL YEAR**

**WHEREAS**, the City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department; and

**WHEREAS**, the Lathrop Police Department currently assigns two (2) SROs to River Islands Academies public school campuses in the City of Lathrop on a rotational basis; and

**WHEREAS**, the SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment; and

**WHEREAS**, the City of Lathrop and River Islands Academies are aligned with their shared commitment to prioritize the safety and welfare of the students and the school community; and

**WHEREAS**, the proposed agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing the SRO services; and

**WHEREAS**, the personnel cost of the School Resource Officers assigned to River Islands Academies are included in the City of Lathrop's FY 23-24 adopted budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the proposed Agreement between the City of Lathrop and River Islands Academies to Provide School Resource Officer Services for the 2023-2024 School Year.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of November 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# ATTACHMENT B

## CITY OF LATHROP – AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

### CITY OF LATHROP

#### AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES

**THIS AGREEMENT**, dated for convenience this 13<sup>th</sup> day of November 2023 is by and between **River Islands Academies**, a nonprofit public benefit corporation (“RIA”) and the **City of Lathrop**, a California municipal corporation (“CITY”). The CITY and RIA may be referred to herein as “Party” or collectively as “Parties”.

#### RECITALS:

The following recitals are a substantive portion of this Agreement:

**WHEREAS**, the City will assign two (2) Lathrop Police Department Officers as School Resource Officers (SRO) to its public school campuses located in the City of Lathrop on a rotational basis; and

**WHEREAS**, it is not the intent of the Parties for RIA to delegate to the CITY its duty to protect its students from foreseeable or unforeseeable dangers; and

**WHEREAS**, the Parties understand the RIA has broader legal authority to set and enforce campus rules than the CITY or its officers; and

**WHEREAS**, the Parties understand student privacy rights limit the CITY's and assigned officers' access to RIA information, which may limit the CITY's and officers' ability to perceive a potential threat; and

**WHEREAS**, the Parties anticipate the assigned officers' off-campus duties and travel between campuses will take the officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times; and

**WHEREAS**, the Parties agree that the absence of the assigned officer and/or the patrol vehicle from a school campus shall not be considered a breach of this Agreement;

**NOW, THEREFORE**, in consideration of the recitals, covenants, terms, and conditions in this Agreement, RIA and the CITY agree as follows:

#### AGREEMENT

(1) **Scope of Service**

The City will assign two (2) Lathrop Police Department Officers as School Resource Officers (SRO) to RIA's public-school campuses located in the City of Lathrop on a rotational basis on the instructional days listed in the FY 23-24 school calendar, attached hereto as Exhibit “A”. Exhibit "A" is attached to this Agreement and incorporated herein as though fully set forth.

Each SRO shall be the CITY's employee and shall be subject to the CITY's administration, supervision, and control.

## CITY OF LATHROP – AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

### (2) **Effective Date and Term**

The effective date of this Agreement shall be from the date of its full execution through the last day of school as listed in Exhibit “A”, unless terminated by either party by providing thirty (30) days’ written notice.

### (3) **Insurance**

- A. RIA, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". Exhibit "B" is attached to this Agreement and incorporated herein as though fully set forth. RIA and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability policy or policies.
- B. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CITY retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.
- C. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's attorney and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the City Attorney thirty (30) days prior written notice of the cancellation or modification ( except for non-payment of premium, in which case ten (10) day notice is required.
- D. If the insurer cancels or modifies the insurance and provides less than thirty (30) day notice to RIA, it shall provide the City Manager written notice of the cancellation or modification within two (2) business days of the RIA's receipt of such notice. RIA shall be responsible for ensuring that current certificates evidencing the insurance are provided to the City Manager during the entire term of this Agreement.
- E. The procuring of such required policy or policies of insurance will not be construed to limit the RIA's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, the RIA will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

## CITY OF LATHROP – AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

### (4) **Indemnification**

- A. The RIA 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 any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of City Personnel.
- B. The CITY shall indemnify, defend, and hold harmless the RIA, 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 gross or willful negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder. Parties agree that the absence of the assigned officer and/or the patrol vehicle from a school campus shall not be considered gross or willful 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 RIA or any of its officers, directors, trustees, employees, agents or volunteers, and the 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 comparative negligence as presently established or as may be modified hereafter.
- D. If the RIA 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 RIA 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 RIA.
- E. 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 Parties agree that this 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.

### (5) **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



CITY OF LATHROP – AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

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 or City Attorney equivalent.

The indemnity sections shall survive termination or expiration of this agreement.

To City: City of Lathrop  
City Clerk  
390 Towne Centre Dr.  
Lathrop, CA 95330

Copy to: City of Lathrop  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

To RIA: River Islands Academies  
Attn: Brenda Scholl, Director  
2760 Penrose Lane  
Lathrop, CA 95330

**(6) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the RIA and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

**In Witness Whereof**, the Parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**City of Lathrop**

**River Islands Academies**

**Recommended for Approval:**

 10/16/23  


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 Stephen Sealy                                          Date  
 Interim Chief of Police

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 Brenda Scholl                                                  Date  
 Executive Director

**Approved By:**

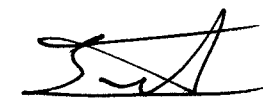
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 Stephen J. Salvatore                                          Date  
 City Manager

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 Susan Dell'Osso                                                  Date  
 School Board President

**Approved as to Form:**

 10-18-2023  


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 Salvador Navarrete                                          Date  
 City Attorney

**Attest:**

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 Teresa Vargas                                                  Date  
 City Clerk

STUDENT Calendar

July							August							September							October												
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30	31	* July 4th: Holiday, office closed																															

November							December							January							February												
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31																			30	* June 19th: Holiday, office closed													

Important RIA Dates	
July 24-28: Staff Development Day- No Students	Nov 10: Veteran's Day Holiday- No School
July 31: Meet the Teacher Night- TK-8	Nov 16-21: Conferences/Minimum Day TK-8
Aug 1: Non-work day	Nov 22-24: Thanksgiving Break- No School
Aug 2: Last Day of School All/Minimum Day	Dec-14 & 15: RIHS Finals/Minimum Day
Sept 4: Labor Day Holiday- No School	Dec 18-Jan 3 : Winter Break- No School
Sept 25: Staff Development Day- No Students	Jan 4 & 5: Staff Development Day- No Students
October 5 & 6: RIHS Mid-terms/Regular Day	Jan 15: Martin Luther King Jr. Day- No School
October 9-13: Fall Break- No School	Feb 12: Lincoln's Birthday- No School
	Feb 19: President's Day- No School
	Feb 27-Mar 1: Conferences/Minimum Day TK-8
	March 7 & 8: RIHS Mid-terms/Regular Day
	Mar 11-15: Spring Break- No School
	Mar 29 & Apr 1: Spring Break- No School
	May 27: Memorial Day- No School
	May 29 & 30: RIHS Finals/Minimum Day
	May 30: Last Day of School/Minimum Day
	May 31 : Staff Development Day- No Students
	Every Wednesday: Minimum Day TK-8/ Early Release RIHS 1:25 PM

\* Administration reserves the right to make changes\*  
Board Adopted: 01.24.23

## EXHIBIT "B" INSURANCE REQUIREMENTS

RIVER ISLANDS ACADEMIES (RIA), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE AGREEMENT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AGREEMENT IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

TYPE OF COVERAGE	MINIMUM TYPE	MINIMUM LIMITS	
		EACH OCCURRENCE	AGGREGATE
WORKER'S COMPENSATION EMPLOYER'S LIABILITY		STATUTORY \$1,000,000	
COMMERCIAL GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE	Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage	\$5,000,000	\$10,000,000
AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	District shall provide auto liability coverage for owned, non--owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$5,000,000 per accident.	\$5,000,000	\$10,000,000
PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
EMPLOYMENT PRACTICES LIABILITY, INCLUDING COVERAGE FOR THIRD-PARTY CLAIMS	Include coverage for any claim brought against the City by or on behalf of any third party claiming actual or alleged discrimination, sexual harassment or violation of third party's civil rights.	\$1,000,000	
RIA AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED. NAMING AS ADDITIONAL INSURED THE CITY OF LATHROP, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.			

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE (TEN DAYS NOTICE FOR CANCELLATION DUE TO NON-PAYMENT OF PREMIUM) TO CITY OF LATHROP CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR RIAs AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AND/OR SELF-INSURANCE RETENTION AMOUNTS IN EXCESS OF \$ \_\_ ,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. RIA MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"
  - A. PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
  - B. CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

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