

SUBJECT: JOINT FUNDING AGREEMENT WITH PORTERVILLE UNIFIED SCHOOL DISTRICT AND BURTON SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

SOURCE: Police Department

COMMENT: Currently, the Porterville Police Department has four officers assigned as School Resource Officers. During school hours, these four officers respond to reports of criminal activity at all school sites within the city of Porterville. In addition, these four officers provide requested security for after-school functions throughout the school year. Through a Joint Funding Agreement, Porterville Unified School District and Burton School District have shared in the funding for these School Resource Officers.


Both school districts have agreed to renew the 2012/2013 contract with no changes. The two school districts have agreed to share in the costs of the third and fourth School Resource Officer. The estimated salary and benefit cost for an SRO during the term of this Agreement is \$85,500. Porterville Unified School District has agreed to pay 75% of the salary and benefits for the third SRO while the Burton School District has agreed to pay 75% of the salary and benefits of the fourth SRO. The 75% reflects services for a nine-month school year.

Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$21,375 to each of the third and fourth SRO positions. This represents 25% of estimated costs of salary and benefits for each. PUSD shall contribute up to, but no more than, \$64,125 to the third SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500) and BSD shall contribute up to, but no more than, \$64,125 to the fourth SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).

The four School Resource Officers will generally be assigned with one each to the three major high schools and their respective feeder schools and one to the schools within the Burton School District. These assignments will be general and officers will naturally respond when and where they are needed.

D.D. 

C.M. 

Appropriated/Funded 

Item No. 10

RECOMMENDATION: That the City Council:

- 1) Approve the Agreement for Joint Funding for School Resource Officers for the period of July 1, 2013, through June 30, 2014;
and
- 2) Authorize the Mayor to execute the agreement on behalf of the City of Porterville.

Attachment: Joint Funding Cooperative Agreement

JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2013, between the CITY OF PORTERVILLE ("CITY"), the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD"), and the BURTON SCHOOL DISTRICT ("BSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD and BSD officials concerning criminal and other activities occurring on the PUSD and BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2013, and ending on June 30, 2014.
2. The CITY shall provide four "School Resource Officers" effective at the beginning of the school year, August 2013. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD and BSD school campuses located within the CITY's geographical limits. The guidelines and expectations of SRO program are attached as Exhibit A.
3. The estimated salary and benefit cost for an SRO during the term of this Agreement is \$85,500. This does not include ancillary costs.
4. The salary and benefit costs of (2) of the SROs will be assumed by the City in entirety.
5. The salary and benefit costs for the third SRO shall be divided as follows: The CITY shall pay 25% of the estimated salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 75% in salary and benefits costs. The 75% formula represents the nine (9) month school year.
6. The salary and benefit costs for the fourth SRO shall be divided as follows: The CITY shall pay 25% of the estimated salary and benefits cost, as well as all ancillary costs. BSD shall pay the remaining 75% in

salary and benefits costs. The 75% formula represents the nine (9) month school year

7. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$21,375 to each of the 3rd and 4th SRO positions. This represents 25% of estimated costs of salary and benefits for each position, plus the City will additionally pay approximately \$10,000 each in ancillary costs.
8. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$64,125 to the 3rd SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).
9. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$64,125 to the 4th SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).
10. The amounts to be contributed by PUSD and BSD shall be due and payable as follows: PUSD and BSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2014).
11. The Parties shall hold harmless, defend and indemnify each other, their agents, officers, and employees from and against all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
12. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
13. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employee. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SRO's are made with consideration of the needs of the two school districts.

14. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257
Phone: 559-793-2455
Fax: 559-793-1088

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257
Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

15. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

16. Termination.

A. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:
 - a) be adjudged bankrupt,
 - b) become insolvent or have a receiver appointed,
 - c) make a general assignment for the benefit of creditors,
 - d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - e) materially breach this Agreement.
2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.
3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.
4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting parties consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

B. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

17. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

18. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
19. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
20. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
21. 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 provision shall 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.
22. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
23. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police, the Porterville Unified School District Superintendent, and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefit cost for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

Virginia R. Gurrola, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:

John Snavely, Superintendent

BURTON SCHOOL DISTRICT:

Sharon Kamberg, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.