

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
AND FRESNO UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into effective the 1st day of May, 2016, by and between the City of Fresno, a California municipal corporation (hereinafter referred to as "CITY"), and Fresno Unified School District, a local agency (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, CITY has been awarded a Community Oriented Policing Services (COPS) Hiring Program Grant through the U.S. Department of Justice (DOJ) funding a portion of fifteen new police officer positions within the City of Fresno; and

WHEREAS, DISTRICT recognizes that Fresno Police Department's ("FPD") assignment of Student Neighborhood Resource Officers ("SNROs" or "Officers," as described in **Exhibit A**) at DISTRICT's middle schools to perform regular duty law enforcement services is beneficial to DISTRICT in assisting DISTRICT in providing its pupils with a campus which is safe, secure, and peaceful; and

WHEREAS, DISTRICT desires to contribute funds to CITY to partially off-set CITY'S operational costs covered by the COPS Hiring Program Grant for fifteen SNROs; and

WHEREAS, CITY is willing to assign fourteen SNROs and one Sergeant to perform regular duty law enforcement services at DISTRICT'S middle schools for the performance period of the 2015 COPS Hiring Grant (May 1, 2016, through April 30, 2020), subject to availability of such officers as determined by FPD.

AGREEMENT

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

1. Law Enforcement Services.

(a) CITY will provide fourteen Student Neighborhood Resource Officers to perform regular duty law enforcement services at DISTRICT's middle schools (Ahwahnee, Baird, Cooper, Computech, Gaston, Kings Canyon, Scandinavian, Sequoia, Tehipite, Tenaya, Terronez, Tioga, Yosemite, Hamilton and Wawona) during the COPS Hiring Program Grant performance period spanning 48 months from May 1, 2016, through April 30, 2020. Officers will provide proactive enforcement on school campuses and in the surrounding neighborhoods throughout this performance period. City will provide one full-time sergeant to oversee the Officers and program. Performance of the Student Neighborhood Resource Officers duties described herein will be subject to availability based on the Officers' and sergeant's other duties. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, health of officers, shortage of manpower, funding, and duty assignment of officer(s) to higher priority matters. However, in specific instances of the Officer(s) taking personal leave or FPD approved law enforcement training, then another available Police Officer will be assigned temporarily at the schools during such leave or training. City shall be reimbursed by DISTRICT pursuant to **Exhibit B**,

(b) On an as-needed basis and subject to the availability of the Officers, DISTRICT may request such law enforcement services on an overtime basis immediately after the schools' normal hours of operations and on a call back basis at school functions or Board of Education meetings later in the evenings and on weekends. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated, representative, taking into consideration any factors including, without limitation, the Officer's personal availability, health of Officers, shortage of manpower, funding, and duty assignment of officer to higher priority matters.

(c) In the event DISTRICT requires law enforcement services for school functions in evenings or on weekends in addition to, or due to the unavailability of, the assigned Officers, then DISTRICT shall obtain such services under separate agreement with CITY for "Contract Law Enforcement Services" in accordance with Fresno Municipal Code section 2-1517.1, as it may be amended from time-to-time, and the applicable provisions of the then current Memorandum of Understanding between CITY and Fresno Police Officers Association (Non-Supervisory Police-Unit 4) as it may be amended from time-to-time.

(d) The parties agree that CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of the Officers. DISTRICT acknowledges that the Officers are held to the requirements of the law and FPD policy. DISTRICT agrees that it shall not have authority to direct the Officers' law enforcement activity. DISTRICT will immediately notify FPD of any concerns regarding such activity.

2. DISTRICT Contributions.

(a) Pursuant to Section 1(a), above, DISTRICT shall pay CITY the respective annual "Total Cost for Fresno Unified School District," as set forth in **Exhibit B**, on a quarterly basis with the first payment due July 30, 2016. Each payment will consist of 25% of the corresponding year (Example: for the first year of this Agreement, District shall pay \$18,217 on July 30, 2016, \$158,942 on October 31, 2016, \$158,942 on January 31, 2017 and \$158,942 on April 30, 2017). For purposes of this Agreement, "operational costs" include the salary and benefits of the officers (including, without limitation, Medicare, medical insurance, uniform allowance, unemployment, pension, workers compensation premium and POST Certificate Premium Pay), as are set forth in more detail in **Exhibit B**.

(b) DISTRICT shall reimburse CITY on an actual cost basis for the annual salary and benefits of the officers assigned pursuant to Section 1(b), above. DISTRICT shall reimburse CITY quarterly, in arrears, no later than 30 days upon receipt of an invoice from CITY.

(c) DISTRICT shall provide office space for the officers at each of the middle schools.

3. Term of Agreement. This Agreement shall, begin May 1, 2016, and terminate on April 30, 2020, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement.

(a) Either party may terminate this Agreement without cause upon 30 calendar days prior written notice to the other party.

(b) This Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party

will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement if the party is provided with written notice of such issue and does not cure the issue within 7 calendar days. Such substantial failure shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

(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.

5. Indemnification.

(a) DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by DISTRICT of governmental immunities including California Government Code Section 810 et seq.

(b) CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.

(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 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.

(d) This section shall survive expiration or termination of this Agreement.

6. Insurance. It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.

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.

8. 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.

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 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.

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.

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.

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 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.

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.

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.

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.

16. 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.

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.

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.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

20. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

21. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

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

CITY OF FRESNO,
a California municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT
a local agency

By: _____
Jerry Dyer, Chief of Police
Fresno Police Department

By: _____
Ruth F. Quinto
Deputy Superintendent/CFO
Fresno Unified School District

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Amanda B. Freeman
Deputy City Attorney

Addresses:

CITY:
Fresno Police Department
Attention: Support Division
P.O. Box 1271
2323 Mariposa Mall
Fresno, CA 93715-1271

DISTRICT:
Fresno Unified School District
Attention: Ruth F. Quinto
Deputy Superintendent/CFO
2309 Tulare St.
Fresno, CA 93721

Exhibit A

Position Description Student Neighborhood Resource Officer 2016-2020

The Fresno Police Department Student Neighborhood Resource Officers (SNROs) work under the direct supervision of the Fresno Police Department (FPD). The basic duties of the SNROs are to operate as Peace Officers to assist school site staff with crime and safety issues in and around school campuses. Guidelines for SNRO duties are as follows:

- Provide a high visible police presence on school campuses to promote safety by walking the halls and common areas of the campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity in and around school campus, investigate crime, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. If it is a police matter, take the appropriate action and matters more closely aligned with school district issues should be referred to school administrative staff.
- Collaborate with allied agencies such as: Probation, FUSD- Department of Prevention & Intervention, FUSD Truancy unit, CPS, Victim Support Services and other agencies dedicated to assist our youth.
- Provide a link between the school community and the FPD. Get to know the students, teachers, parents and residents through positive interaction and provide public safety awareness workshops to the school community.
- Focus their efforts on becoming a resource to students through mentoring, coaching, counseling and building relationship which helps break down barriers between the police and the students.
- Mentor students attending after school programs such as sports, and school based prevention and intervention programs.
- Provide majority of their proactive time in and around primary and secondary schools working on school and youth-related activities.
- Liaison with the elementary schools that feed into their assigned Middle schools.
- Provide a presence in neighborhoods near their assigned school campuses to address crime and quality of life issues by using community-oriented crime strategies (POP & SARA model) to resolve gang, drug, and violent activities.
- Leverage other police department resources to address crime in the neighborhoods such as Problem Oriented Policing Officers, district detectives, patrol, and tactical teams.
- Leverage City Department resources to address blight in the neighborhoods, such as Code Enforcement, Housing Authority, and Graffiti, to hold property owners responsible for nuisance locations and illegal activities.

Exhibit B

Cost Breakdown of Police Services to the Fresno Unified School District (Effective May 1, 2016)

The below schedule provides the total salary and fringe pursuant to the grant. The Student Neighborhood Resource Officer program assigned under the grant to Fresno Unified School District will begin in Fiscal Year 2016 through the end of the grant in Fiscal Year 2020.

The amount to be paid by FUSD is based on 50% of the net costs of the officers and their vehicles after the COPS Hiring Program Grant is applied. Will range from \$18,217 to \$740,638

	FY 2016	FY 2017		FY 2018		FY 2019		FY 2020
FY 17 Police Cost Models	Recruit A		Officer A		Officer B		Officer C	
(Pension rate for hired AFTER 9/22/2014) Includes 2% raise 12/31/16, 2.5% increases in FY18-FY20 and 27th Pay Period in FY 17	5/1/16 - 6/30/16	7/1/16 - 4/30/17	5/1/17 - 6/30/17	7/1/17 - 4/30/18	5/1/18 - 6/30/18	7/1/18 - 4/30/19	5/1/19 - 6/30/19	7/1/19 - 4/30/20
	4,569	-	5,279	-	5,543	-	5,821	-
SALARY	6,760	42,251	16,272	48,183	16,865	51,859	18,152	55,819
FRINGE	-	-	-	-	-	-	-	-
UNIFORM ALLOWANCE	300	900	300	900	300	900	300	900
UNEMPLOYMENT 1.06%	-	-	-	-	-	-	-	-
MEDICARE	-	-	-	-	-	-	-	-
1.45% SALARY	98	613	236	699	245	752	263	809
1.45% UNIFORM	4	13	4	13	4	13	4	13
1.45% PREMIUM PAY	-	-	-	-	10	31	21	64
MEDICAL INSURANCE*	1,718	7,731	2,577	7,963	2,654	8,202	2,734	8,448
PENSION*	-	-	-	-	-	-	-	-
16.02% SALARY	1,083	6,769	2,607	7,719	2,702	8,308	2,908	8,942
16.02% UNIFORM	48	144	48	144	48	144	48	144
16.02% PREMIUM PAY	-	-	-	-	115	346	232	704
16.02% PENS. HOLIDAY HRS.	73	329	127	381	133	400	140	420
PREMIUM PAY	-	-	-	-	-	-	-	-
POST CERTIFICATE INTERMEDIATE (4%)	-	-	-	-	-	-	726	2,233
SHIFT DIFFERENTIAL (\$240/mo)	-	-	-	-	720	2,160	720	2,160
P & F PENSION OBLIG BOND DEBT (790)	-	10,263	-	10,263	-	10,263	-	10,263
WORKERS COMP (1044.5 Count)	791	4,942	1,647	5,066	1,689	5,193	1,731	5,322
Total Salary & Fringe:	10,875	73,955	23,818	81,330	25,485	88,571	27,979	96,241
	-	-	-	-	-	-	-	-
Cost of 15 Officer /yr.	54,377	1,109,323	357,276	1,219,956	382,282	1,328,565	419,692	962,408
Less COPS grant Funding	(17,944)	(299,668)	(183,750)	(633,196)	(185,111)	(555,331)	-	-
Net to GF	36,433	809,655	173,526	586,760	197,171	773,234	419,692	962,408
	-	-	-	-	-	-	-	-
FUSD of Net	18,217	404,828	86,763	293,380	98,585	386,617	209,846	481,204
GF of Net	18,217	404,828	86,763	293,380	98,585	386,617	209,846	481,204
GF per FY	18,217	-	491,591	-	391,965	-	596,463	481,204
	10 Officers	15 Officers	15 Officers	15 Officers	5 Officers			
Net City Costs Per FY	FY 16	FY 17	FY 18	FY 19	FY 20			
15 Officers	18,217	491,591	391,965	596,463	481,204			
Standard Equipt (\$6,000 X 15 Off.)	60,000	30,000						
*Lease Veh/O&M (9,612 X 15 Off.)		144,176	144,175	144,175	144,176			
Computer (\$1,400 X 15 Off.)	14,000	7,000						
	92,217	672,767	536,140	740,638	625,380	2,667,142		
	10 Officers	15 Officers	15 Officers	15 Officers	5 Officers			
Net FUSD Costs Per FY	FY 16	FY 17	FY 18	FY 19	FY 20			
15 Officers	18,217	491,591	391,965	596,463	481,204			
*Lease Veh/O&M (9,612 X 15 Off.)		144,176	144,175	144,175	144,176			
	18,217	635,767	536,140	740,638	625,380	2,556,142		

*Lease for Vehicles + Operations and Maintenance will be split 50/50 (FUSD/CITY) Total=\$19,223 /Veh/year

Cost for Fresno Unified School District
FY 2016 SNRO program \$18,217*
FY 2017 SNRO Program \$635,767*
FY 2018 SNRO program \$536,140*
FY 2019 SNRO program \$740,638* (portion of Retention Period)
FY 2020 SNRO program \$625,380* (remaining Retention Period)
TOTAL = \$2,556,142*

**Includes salary and all applicable benefits (including, without limitation, Medicare, health and welfare, uniform, pension, workers compensation premium and POST Certificate Premium Pay that are actually provided during the respective years of this Agreement) and the cost of 15 leased patrol cars, based on a 6 year lease program.*

**** The respective officers and sergeant costs shall be determined by the Fresno Police Department and shall be based upon the actual straight-time hourly wage rate. Salary and Benefits are subject to change based on MOU agreements between the City of Fresno and the Fresno Police Officer's Association. The Fresno Police Department will notify Fresno Unified School District, in writing, of its annual salary and fringe benefits by May 31st before the respective year.*