

CITY OF FORT BRAGG

AGREEMENT BETWEEN THE CITY OF FORT BRAGG AND THE FORT BRAGG UNIFIED SCHOOL DISTRICT

FOR SCHOOL RESOURCE OFFICER SERVICES

This Agreement is entered into on this 1st day of August 2024, ("Agreement") by and between the City of Fort Bragg, a California chartered municipal corporation ("City"), and the Fort Bragg Unified School District, located at 312 S. Lincoln Street, Fort Bragg, CA 953437 ("District").

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. District intends to provide increased safety at its public schools by utilizing one (1) Fort Bragg Police Department Officers as School Resource Officers (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 may limit the City's and assigned officer's access to District information, which may limit the City 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 Parties acknowledge the assigned officer requires special training for this assignment, which will require him/her to be absent from school grounds.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions in this Agreement, the Parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. City's assigned police SRO shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. 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, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through June 30, 2027, unless terminated earlier pursuant to Section 10 of this Agreement by either party providing thirty (30) days' written notice. The first date of service shall be August 14, 2024.

SECTION 3. DUTY SCHEDULE, DUTIES AND ASSIGNMENTS.

A. Duty Schedule

- a. The SROs shall be on duty a minimum of forty (40) hours per week with a regular workweek being some combination of 4 or 5 workdays, Monday through Friday.
- b. The SROs shall be on duty one hundred eighty (180) student instruction days plus six (6) registration days, and for a total of two hundred ten (210) duty days. Per Fort Bragg Police MOU, Officers are entitled sick leave and vacation leave time off. SROs are encouraged to plan vacations when school is out of session. Extended time off for long periods (twenty-one (21) instruction days or more) will constitute the department to provide backfill coverage or reimburse the District for time the SRO was absent from instruction days.
- c. The SROs shall arrive to the assigned school site ten (10) minutes prior to beginning of the student instructional day and may leave school after their assigned eight (8) hour shift has ended, except when meeting professional responsibilities. If an officer works, a schedule that changes the normal arrival time or length of shift this would be mutually agreed upon between the City and District.

The SRO schedule shall be from 0800 to 1600 hours. This allows SROs adequate time for donning/doffing, to attend pertinent briefings, and conduct other SRO functions such as traffic enforcement before and after school.

- d. During the duty day, the SROs shall be allowed a forty-five (45) minute period for lunch.
- e. The SROs will be assigned as the primary officers to provide afternoon and/or evening security at District events as requested, and/or to pursue criminal investigations of school-related crimes. The SRO will flex time from the regular day to cover these events without the use of overtime
- f. The SROs shall target their vacations when students are not in session and obtain prior approval of vacation time from both the City and the District.
- g. Specific SROs duty hours. The SROs' schedule may be reviewed by both City and District management to determine if adjustments are needed. Any adjustments will be completed in accordance to the Fort Bragg Police Association's MOU with the City of Fort Bragg.
- h. It is understood and agreed that time spent by the SROs attending court regarding juvenile and/or criminal cases arising from their employment as an SRO, shall be considered as hours worked under this Agreement.
- i. Upon City's written request, the District shall also consider authorizing an SRO to work an alternative work schedule in order to permit an SRO to participate in other special duties and to attend special training required by the City.
- j. In the event of an emergency, City may order an SRO to leave the assigned District duty location during normal duty hours to perform other services for the City. The time spent performing emergency services for the City shall not be considered hours worked under this Agreement. In such an event, the quarterly compensation paid by the District to City shall be reduced by the number of hours the SRO did not provide service to the District, or the hours shall be made up in a manner determined by mutual agreement of the parties.

B. Duties

- a. As a peace officer and an employee of City, the SRO shall be required to perform those duties required by the City.
- b. In addition, the SROs' District-specific duties include, but are not limited to, the following:
 1. To provide law enforcement expertise to the District's administrators.
 2. To provide information and knowledge gained as a result of gang and drug information received through law enforcement training to District administrators.
 3. To receive information from District administrators regarding student discipline under the Education Code and District Board Policies and Administrative Regulations.
 4. To receive information from District administrators regarding the occurrence of a crime or likelihood of the occurrence of a crime being committed on, or adjacent to, District property. To enforce federal, state and local criminal laws and ordinances, and to assist District officials with the enforcement of District Board Policies and Administrative Regulations regarding student conduct.
 5. To investigate criminal activity committed on, or adjacent to, District property.
 6. To counsel District students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee.
 7. To answer questions that students may have about California criminal or juvenile laws.
 8. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
 9. Subject to the provisions in Section IV, E, to provide security for special District events or functions, at the request of the principal or the Coordinator of Child Welfare and Attendance in conjunction with the City.
 10. SRO's will conduct presentations within the scope of their duties to school staff upon request.
 11. To make classroom presentations to students as directed, including making regular visits to elementary schools in the District on a mutually agreed upon schedule.
 12. To act as the designee of the campus administrator in maintaining the physical presence of the assigned; to provide a safe environment as to law enforcement matters and school code violations. This includes buildings, grounds, parking lots, lockers, and other public school's property.
 13. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off campus by the police department or other agencies involving students on a campus served by an SRO will be provided to the SRO.
 14. To provide traffic enforcement around school sites during morning and after school hours.

- c. In collaboration with a designated District administrator, each SRO shall provide training to the Campus Supervision Team and train all District Campus Supervisors in the following procedures:
 - 1. Supervision coverage/beat, to insure the SRO is visible on campus during breaks, lunch hour, before and after school.
 - 2. Gang and drug awareness.
 - 3. Group surveillance techniques and strategies.
 - 4. Methods of approaching students and non-students in various situations.
 - 5. Methods of avoiding stereotyping, including race, dress, peer groups etc.
 - 6. Emergency strategies and procedures.
 - 7. Techniques on how to respond quickly, efficiently, while maintaining control of normal responsibilities.
 - 8. Coordination and supervision of athletic events and extracurricular activities.
 - 9. Responding and interacting with the community in an appropriate professional manner (focus on prevention not reaction).
- d. In collaboration with the principal, each SRO shall determine the appropriate number of officers needed at school events and make the arrangements with the police department.
- e. Each SRO shall develop appropriate professional relationships with students; be visible and actively engage with students, including before and after school.
- f. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a school district's responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment, would the principal request SRO involvement.
- g. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- h. Access to Education Records.
 - 1. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
 - 2. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
 - 3. If confidential student record's information is needed by an SRO but no emergency situation exists, the information may be released only

as allowed by law.

C. Assignments

- a. City shall assign one (1) SRO as follows:
 1. One (1) SRO shall be regularly assigned to Fort Bragg High School ("FBHS"), and to other school sites as directed by District administration.
- b. Absence from SRO Assignment
 1. In the event an SRO is absent from work, the SRO shall notify both the City's designated supervisor and the District's Coordinator [or principal of Fort Bragg, High School].

D. Communication

- a. In the performance of their duties, each SRO shall coordinate and communicate with the Principal or the Principal's' designee of the school to which the SRO is assigned. However, each SRO shall be expected to follow City's standard operating procedures and use professional discretion in the areas of investigation, interrogation, search, and arrest procedures.

E. Dress Code

- a. SRO is expected to wear a FBPD uniform in accordance with policy.
- b. Each SRO shall be armed and wear standard police issued equipment, including body armor, at all times while on duty.

F. Supplies and Equipment

- a. City shall provide each SRO with the following equipment:
 1. Police Vehicles.
 - a) City shall provide a standard patrol vehicle for each SRO.
 - b) In addition, City shall:
 - 1) Maintain the motor vehicles assigned to each SRO.
 - 2) Purchase gasoline/electricity, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
 - 3) Maintain comprehensive general auto liability insurance on each motor vehicle.
 2. Weapons and Ammunition
 - a) City shall provide the standard issued weapon and rounds of ammunition for each SRO.
 3. Office Supplies
 - a) District shall provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.
 4. SRO School Site Office
 - a) The District shall provide each SRO their own office at their primary school sites (Fort Bragg High School). SRO offices are necessary for the storage of specialized equipment and provides a private space to conduct private and confidential interviews.

G. Training/City Meetings

- a. City may require each SRO to attend the City's training and briefing sessions.

- b. SRO shall attend the City's Police Department Training for all peace officers, which includes but not limited to: CPR, First Aid, Range, and Driving Awareness.
- c. Police Department Training is usually scheduled in advance and is approximately eight hours. These sessions will be held at the direction of the City.
- d. An SRO, upon receiving prior written approval from the District and the City, may attend appropriate in-service training sessions, or professional development courses, in which the subject matter is related to specific SRO duties, such as gang awareness training. District and City shall determine financial responsibility prior to approving the SRO's attendance.
- e. City shall be financially responsible for paying each SRO's mandated training sessions, which are not related to specific SRO duties. Examples of mandated training sessions include, but are not limited to, in-service firearm training, etc.

SECTION 4. COMPENSATION AND REIMBURSEMENT.

A. City Compensation

a. Salary and Benefits

- 1. City agrees to provide and to pay each SRO's salary and employment benefits in accordance with the City's applicable salary schedules and employment practices in effect. Salary and employment benefits include, but are not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance.

b. Overtime

- 1. If the officer is assigned work in excess of 40 hours or required to perform additional Services as approved by the Police Chief, City shall pay additional compensation.
- 2. The District agrees that it will prepare an estimate of expected overtime hours that would be required for the school year.
- 3. The District understands that under the existing Police Association's MOU with the City, the work schedule of the SROs cannot be interrupted during the day without the payment of overtime. Therefore, should the District, need the services of the SROs for special events occurring after their regular workday, it may request such services from the Police Chief or his designee.
 - a) All such requests shall be made in writing or by e-mail and shall state the purpose for which SROs are needed.
 - b) The Police Chief or designee shall have sole discretion to authorize or deny the requested overtime services of the SROs.
 - c) Additional Services shall mean any work that is determined by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

B. District Compensation and Reimbursement

a. Salary and Benefits

1. During the terms of this Agreement, District shall pay the City, as full reimbursement for the cost of providing the services of the SROs, the following sums:

- a) For performance of the Services described in Exhibit "A," the District shall compensate City at the rate of 100% of the actual salary costs of each SRO pursuant to the terms of this Agreement based upon a 40-hour week. This sum shall not include the payment of overtime. This will be a maximum of 70% of the annual pay and benefits for the officer, not including overtime.

b. Vehicles

1. The City will provide the SRO a standard patrol vehicle and cover all maintenance cost associated with it.

C. Cost Cap

- a. City agrees that the total costs of all payments required to be paid by District to City during the term of this Agreement, will not exceed 70% of the SRO's pay and benefit cost annually.

D. Withdrawal of Officer

- a. In the event City withdraws an SRO, District shall compensate City for actual hours worked at 100% of the actual payroll costs of withdrawn SRO pursuant to the terms of this Agreement, based upon a 40-hour week. This sum shall not include the payment of overtime.

SECTION 5. INVOICES.

City will bill District quarterly, in arrears, beginning January 1, 2025 and District shall remit payment within thirty (30) days.

SECTION 6. SELECTION. EMPLOYMENT AND OVERSIGHT OF OFFICERS.

City, in its sole discretion, shall have the power and authority to hire, discharge and discipline an SRO. 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.

A. Selection of Officers

- a. Whenever it becomes necessary for City to select an SRO, City shall use its best efforts to work diligently to employ a peace officer whose communication skills, temperament and leadership abilities are most closely aligned with District needs.

- b. As part of the SRO selection process the city shall disclose all current collateral duties of each applicant which the District should take into consideration when making their selection.
- c. Each SRO shall be subject to the City's personnel policies and practices.

B. Officer Evaluations

- a. SRO's will be evaluated by supervisors based on their current evaluation schedule.
- b. The evaluation shall consider each SRO's working relationship with District Administrators.
- c. City shall contact and request information from the FBHS & FBMS principals, assistant principals, the District Superintendent, and other District Administrators, as necessary.
- d. The SRO's evaluation is part of a police officer's personnel record. As such, it is a confidential record which cannot be released or viewed by third parties, including District personnel.
- e. The City will give due consideration to the input and comments of District officials, provided such input and comments are substantiated and not simply opinion or conjecture.
- f. It is understood that the City retains final authority to evaluate the performance of the SROs.

C. Supervision of Officers

- a. As stated, each SRO shall be the City's employee. Each SRO shall follow the chain of command as set forth in the City's applicable Policies and Procedure Manual.

SECTION 7. COMPLIANCE WITH LAWS.

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

SECTION 8. INDEMNITY.

- 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.

SECTION 10. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

- A. The Parties understand that staffing and/or operational demands may require City to withdraw the SRO for other duties and agree that City may do so at its discretion at any time. If the City withdraws pursuant to this Section, it will notify the District as soon as practical.
- B. Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.
- C. Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination. The following Sections will survive any expiration or termination of this Agreement: 4, 5, and 8.
- D. No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 11. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:

Fort Bragg Police
Department Neil Cervenka,
Chief
250 Cypress Street
Fort Bragg, CA 95437
707-961-2804

With a copy to:

Fort Bragg Police Department
Thomas O'Neal, Captain
250 Cypress Street
Fort Bragg, CA 95437
707-961-2804

To District:

Fort Bragg Unified School District
Joseph Aldridge, Superintendent
312 S Lincoln St
Fort Bragg, CA 95437
707-961-2850

SECTION 12. CONFLICT OF INTEREST.

Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest. If the City determines the District is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, District shall be required and agrees to file the appropriate financial disclosure documents required by the City of Fort Bragg Municipal Code and the Political Reform Act.

SECTION 13. NONDISCRIMINATION.

As set forth in City of Fort Bragg Personnel Rules, District certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. District acknowledges it has read and understands the provisions of the City of Fort Bragg Personnel Rules relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.1 pertaining to nondiscrimination in employment.

SECTION 14. PERSONAL INFORMATION.

If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that) personal information, and shall inform City immediately upon learning that there has been

a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students.

SECTION 15. CONTROLLING LAW.

This Agreement, its validity, the construction of its terms, and the interpretation of rights and duties of the Parties hereto, shall be governed and construed under the laws of the State of California. In the event that an action is brought, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Mendocino, State of California.

SECTION 16. PREVAILING PARTY.

The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 17. SEVERABILITY.

If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 18. INTEGRATION OF PRIOR TERMS AND CONDITIONS.

This Agreement, including all recitals [and Exhibits] 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.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF FORT BRAGG

**FORT BRAGG UNIFIED SCHOOL
DISTRICT**

Isaac Whippy, City Manager

Joseph Aldridge, Superintendent

Attachments:

EXHIBIT "A": SCOPE OF WORK

EXHIBIT "A"
SCOPE OF
SERVICES

The City/District School Resource Officer shall perform the following Services:

1. **Campus Community Policing.** The School Resource Officer (SRO) shall assist the District in making the grounds and adjacent grounds safe from criminal activity.
2. **Truancy Issues.** The SRO shall assist the District in resolving truancy issues, including attending Student Attendance Review Board (SARB) meetings, and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
3. **Comply With Legal Reporting Requirements.** The SRO shall assist the District in complying with legal reporting requirements, including completing the Monthly Report on the Detention of Minors form for the California Board of State and Community Corrections and completing the Annual Survey of Law Enforcement Facilities.
4. **After Hours Community Policing.** The SRO shall assist the District in providing security, directing traffic and interacting with students and the community at activities such as football games, school dances, etc.