

**ITEM: RATIFY APPROVAL OF AGREEMENT TO USE DONATED FUNDS TO PURCHASE A POLICE K-9 TO ACCOMPANY SCHOOL RESOURCE OFFICER ASSIGNED TO RIVER ISLAND ACADEMIES CAMPUSES**

**RECOMMENDATION: Adopt Resolution Ratifying Approval of Agreement to Use Donated Funds to Purchase a Police K-9 to Accompany School Resource Officer Assigned to River Island Academies Campuses**

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**SUMMARY:**

Staff has been approached by River Islands Academies to consider the City's willingness to accept funds that will be fundraised for the purchase of a single purpose K-9 that would accompany the School Resource Officer (SRO) assigned to River Islands schools. The timeline associated with the approval of the agreement was expedited in order to solidify the City's place in the queue for a trained K-9 prior to the start of the next school year. The K-9 would improve the community's quality of life by providing a visual deterrent to prevent students from bringing prohibited items to school campus. To make this opportunity possible, the River Islands Academies will reimburse the City for the purchase of the K-9, essential equipment, and first year training for the K-9 and its handler. Staff has estimated the upfront costs associated with the additional K-9 to be approximately \$21,800 for the first year.

The new K-9 will offer an additional facet to the Lathrop Police Department's existing K-9 unit. The new K-9 will also be used to establish rapport with students and will have the capability to be used as a counseling tool for troubled students or students who have witnessed/ experienced traumatic events. A single purpose detection Labrador K-9 can be more approachable to a student than a Police Officer. This action would not allow any direct donations to City staff, in conformance with the rules and regulations pursuant to California Government Code, Section 53234et.seq.

**BACKGROUND:**

Staff has been approached by River Islands Academies to consider the City's willingness to accept funds that will be fundraised for the purchase of a single purpose K-9 that would accompany the School Resource Officer (SRO) assigned to River Islands schools. The K-9 would improve the community's quality of life by providing a visual deterrent to prevent students from bringing prohibited items to school campus. To make this opportunity possible, the River Islands Academies will reimburse the City for the purchase of the K-9, essential equipment, and first year training for the K-9 and its handler. Staff has estimated the upfront costs associated with the additional K-9 to be approximately \$21,800 for the first year.

The new K-9 will offer an additional facet to the Lathrop Police Department's existing K-9 unit. This, in turn, would allow the Lathrop Police Department to integrate a narcotics detection K-9 into River Islands schools with an SRO as the handler. This

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K-9 will not be trained in apprehension and will be used solely for the use of narcotics detection. The new K-9 will also be used to establish rapport with students and will have the capability to be used as a counseling tool with troubled students or students who have witnessed/ experienced traumatic events. A single purpose detection Labrador K-9 can be more approachable to a student than a Police Officer.

The K-9 would be primarily used on River Islands Academies campuses alongside the SRO but could be utilized to assist patrol in calls for service when necessary. The K-9 will be utilized at the full discretion of the Lathrop Police Department.

**RECOMMENDATION:**

Staff recommends that the City Council ratify the approval of the agreement to accept funds from River Islands Academies to be used to purchase and train a K-9 that will accompany the SRO at RIA campuses. The timeline associated with the approval of the agreement was expedited in order to solidify the City's place in the queue for a trained K-9 prior to the start of the next school year. This action would not allow any direct donations to City staff.

**FISCAL IMPACT:**

River Islands Academies will donate to the City \$21,800 for the purchase, training and startup costs of the K-9. RIA may fundraise for this amount but regardless of the amount raised, RIA will pay the total sum within the designated 30-day time period. Staff estimates the K-9 purchase and startup costs to be approximately \$21,800. The ongoing operating and training costs associated with the K-9 would become part of the operating budget of the Lathrop Police Department. The ongoing costs associated with the K-9 include the monthly maintenance training of the K-9, food, veterinary costs and the \$600/ month stipend provided to the K-9 officer.

**ATTACHMENTS:**

- A. Resolution Ratifying Agreement to Use Donated Funds for Police K-9 to Accompany School Resource Officer Assigned to River Island Academies Campuses
- B. Agreement Between the City of Lathrop and River Islands Academies Regarding K-9 Donation

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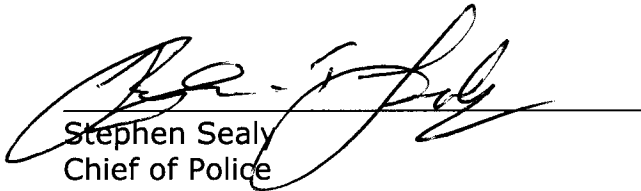
**APPROVALS:**



Thomas Hedegard  
Deputy City Manager

4/30/2024

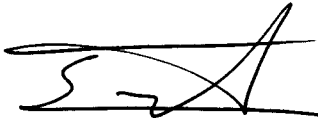
Date



Stephen Sealy  
Chief of Police

4/30/2024

Date



Salvador Navarrete  
City Attorney

4-30-2024

Date



Stephen J. Salvatore  
City Manager

5.6.2024

Date

**RESOLUTION NO. 24 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
RATIFYING APPROVAL OF AGREEMENT TO USE DONATED FUNDS TO  
PURCHASE A POLICE K-9 TO ACCOMPANY SCHOOL RESOURCE OFFICER  
ASSIGNED TO RIVER ISLAND ACADEMIES CAMPUSES**

**WHEREAS**, staff has been approached by River Islands Academies to consider the City's willingness to accept funds that will be fundraised for the purchase of a single purpose K-9 that would accompany the School Resource Officer (SRO) assigned to River Islands Academies campuses; and

**WHEREAS**, the timeline associated with the approval of the agreement was expedited in order to solidify the City's place in the queue for a trained K-9 prior to the start of the next school year; and

**WHEREAS**, the K-9 would improve the community's quality of life by providing a visual deterrent to prevent students from bringing items prohibited from campus to school; and

**WHEREAS**, to make this opportunity possible, the River Islands Academies will reimburse the City for the purchase of the K-9, essential equipment, and first year training for the K-9 and its handler; and

**WHEREAS**, staff has estimated the first-year costs associated with the K-9 to be approximately \$21,880; and

**WHEREAS**, staff recommends that the City Council ratify the City Manager's approval of the agreement to accept funds from River Islands Academies to be used to purchase and train the K-9 that will accompany the SRO at RIA. This action would not allow any direct donations to City staff; and

**WHEREAS**, the ongoing operating and training costs associated with the K-9 would become part of the operating budget of the Lathrop Police Department. The ongoing costs associated with the K-9 include the monthly maintenance training of the K-9, food, veterinary costs and the \$600/ month stipend provided to the K-9 officer; and

**WHEREAS**, River Islands Academies may fundraise for this amount but regardless of the amount raised, RIA will pay the total sum within the designated 30-day time period.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby ratify approval of the agreement to authorize staff to use donated funds from River Islands Academies to be used by the City to purchase and train a Police K-9 to accompany the School Resource Officer assigned to River Island Academies campuses and to be used by the Police Department to serve the entire community.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of May 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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

**AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS ACADEMIES REGARDING K-9 DONATION.**

**THIS AGREEMENT**, dated for convenience this 16 day of April 2024 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 and RIA entered into an agreement on about November 13, 2023 wherein the CITY agreed to assign a Lathrop Police Department Officer to serve as a School Resource Officer (SRO) to RIA campuses located in the City of Lathrop on a rotational basis; and

**WHEREAS**, RIA desires to compensate the CITY for the purchase of a single purpose Labrador K-9 (“K-9”) that would accompany the School Resource Officer (SRO) assigned to River Islands schools; and

**WHEREAS**, the K-9 would be trained to detect narcotics, including marijuana, and guns; and

**WHEREAS**, RIA agrees that the K-9 will be utilized primarily at the River Islands Academies’ campuses and sponsored events, and that the Lathrop Police Department may utilize the K-9 for other purposes; 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 SRO’s off-campus duties and travel between campuses will take the K-9 off-campus and result in the lack of the presence of an SRO and the K-9 during such times; and

**WHEREAS**, the Parties agree that the absence of the assigned officer, K-9 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 purchase a single purpose Labrador K-9 (“K-9”) to accompany the School Resource Officer (SRO) assigned to River Islands schools.

## CITY OF LATHROP – AGREEMENT FOR K-9 DONATION

The K-9 shall be considered a CITY employee and shall be subject to the CITY's administration, supervision, and control.

Within 30 days of this Agreement, RIA will reimburse CITY \$21,800 for the purchase and training of the K-9. RIA may fundraise for this amount but regardless of the amount raised, RIA will pay the total sum within the designated 30-day time period, at which point the K-9 shall be utilized by the SRO at RIA campuses as contemplated herein.

### (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 service by the herein referenced K-9 to the RIA campuses located in the City of Lathrop.

### (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.

### (4) Indemnification

- A. The RIA shall indemnify, defend, and hold harmless the CITY, its officers,

## CITY OF LATHROP – AGREEMENT FOR K-9 DONATION

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 this 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, K-9 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 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.



CITY OF LATHROP – AGREEMENT FOR K-9 DONATION

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 K-9 DONATION

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:

  
Stephen Sealy  
Chief of Police

4/11/2024  
Date

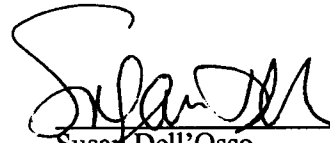
  
Brenda Scholl  
Executive Director

4/5/24  
Date

Approved By:

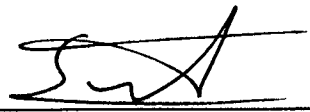
  
Stephen J. Salvatore  
City Manager

4.10.24  
Date

  
Susan Dell'Osso  
School Board President

4/5/2024  
Date

Approved as to Form:

  
Salvador Navarrete  
City Attorney

4-11-2024  
Date

Attest:

  
Teresa Vargas  
City Clerk

4/10/24  
Date