FOR CLERK USE ONLY
City Council
Item No. 7

CITY COUNCIL AGENDA
FACT SHEET

POLICE
Department

March 2, 2010
Requested Date

1. **Request:**

City Council Approval	[X]	Information Only/ Presentation	[ ]
Other (specify)	[ ]	Hearing	[ ]

2. **Requested Action:**

Request City Council approval to renew the service contract with the Calexico Unified School District, with two changes, to include the District paying salary and benefits for two (2) Officers assigned as School Resource Officers, and extending the contract to a three (3) year agreement.

3. **Fiscal Impact:**

Revenue:	Increase	[X]	Source:	CUSD
	Decrease	[ ]	Amount:	#####
Cost:	Increase	[ ]	Source:	
	Decrease	[ ]	Amount:	
Does Not Apply		[ ]		

4. **Reviewed By:**

Finance Dept. on _____ By: _____
Comments: _____

City Attorney on _____ By: _____
Comments: _____

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY:

CITY COUNCIL DATE: _____

Action	[ ]	Filing	[ ]
Consent	[ ]	Presentation	[ ]
Hearing	[ ]	Other(specify)	[ ] _____

Reviewed by: City Clerk _____ City Manager _____
Date _____ Date _____

Form FIN038 (Revised 07/2009)

CALEXICO CITY COUNCIL
STAFF REPORT
March 2, 2010

Staff Report:

Request City Council approval to renew the service contract with the Calexico Unified School District, with two changes, to include the District paying salary and benefits for two (2) Officers assigned as School Resource Officers, and extending the contract to a three (3) year agreement.

The Calexico Police Department currently has a contract with the Calexico Unified School District to provide School Resource Officer services for the District. The current contract, due to expire on July 31, 2010, would be extended to a three (3) year agreement. The new contract would also have the District paying the salary and benefits of two (2) Police Officers assigned as School Resource Officers. The current agreement has the City paying for one Officer and the District paying for the second Officer. Due to manpower shortages, the Police Department is unable to fill the second Officer position of the contract. Because of the Department's manpower shortages and the Districts need for Police Services, the District has agreed to pay the salary and benefits for the second Officer, making both positions 100% paid for by the Calexico Unified School District. The District would also agree to share the SRO services with the Calexico Community School.

This agreement has been presented to, and endorsed by the Calexico Police Advisory Commission.

AGREEMENT BETWEEN THE CITY OF CALEXICO
AND
THE CALEXICO UNIFIED SCHOOL DISTRICT

This agreement is made and entered into this 2nd day of March, 2010, by and between the City of Calexico (hereinafter referred to as "City"), and the Calexico Unified School District, hereinafter referred to as "District."

WITNESSETH AS FOLLOWS:

WHEREAS, the District is desirous of contracting a School Resource Officer to provide a variety of services, including guidance/support, gang suppression, security for high school and middle school activities, truancy prevention and training on law enforcement related subjects, and

WHEREAS, the City, through its Police Department, can provide the desired School Resource Officer (SRO),

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

A. School Resource Officer. This Agreement will provide for two (2) Calexico Police Officers to serve as School Resource Officers (SRO) who will be assigned to the Calexico Unified School District. The second SRO will be shared 50% of the time with Imperial County Office of Education, Community School Program. The duties of the School Resource Officers shall include, but are not limited to the following:

1. Services
   a. Provide assistance to school principals/assistant principals in disciplinary matters/hearings.

   b. Provide advice and training to school staff and teachers.

   c. SRO will not provide legal advice or advice on board/school policy.

2. Truancy Prevention
   a. Proactive foot patrols in and around school property.

   b. Serve as a liaison to the general public as needed.

3. Educational Instruction
   a. Serve as a guest speaker on Law Enforcement issues.

   b. Provide Law Enforcement Perspective to the education program, as requested by the Calexico Unified School District and approved by the City of Calexico Police Department.

4. Security Activities
   a. Assist with providing security services for school activities.

b. Coordinate police responses to schools through direct radio or telephone communication with the City's Police Department.

B. **Office Space.** The District shall make available, at the school site, where the SRO is assigned, office space that will be sufficient for the effective and efficient operations of the School Resource Officer: at Calexico High School and De Anza Jr. High School.

C. **Equipment.** The District shall provide one (1) personal computer in the office of the School Resource Officer and any other school communication equipment, as needed.

D. **Work Shift.** Work days shall be Monday through Friday and the work hours shall span an eight hour period aligned with when the school is in session and students are attending class. Any work required after normal work hours will be paid at the usual (1 ½ hours) overtime rate by the district. The Police Chief or his designee shall prepare the work schedule of the School Resource Officer.

2. **COMPENSATION**

A. The School District shall budget for 100% of all salary costs, employment benefits, equipment allowance, applicable training and all associated equipment and material costs, as established annually during the City's budget process, for two (2) Calexico Police Officers to serve as a School Resource Officers for the 2009-2012 school years, ending July 31st, 2012.

B. The School District shall budget for over-time costs taking into consideration extra-curricular activities.

3. **TERM OF AGREEMENT**

C. This Agreement shall be effective as of March 2, 2010, and continue until revoked by either party giving forty-eight (48) hour notice, or satisfactory completion of the school year, July 31, 2012.

4. **INDEMNIFICATION**

The City shall indemnify, defend and save harmless the District, and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) caused by or arising out of the acts, omissions, errors or negligence of the City Employee.

5. **INSURANCE**

Both parties shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or equivalent through a self-insurance pool, covering all operations of each entity, its agents and employees. Both parties shall also carry worker's compensation insurance in a statutory amount.

6. **NOTICES**

a) Any notice may be served upon either party by delivering it in person, or by depositing it in a U.S. Mail Deposit Box with the postage thereon fully prepaid, and addressed to the party at the address set forth on the next page:

City: Victor Carrillo
City Manager
City of Calexico
408 Herber Ave.
Calexico, CA 92231

District: Christina Luna, Ed.D.
Superintendent
Calexico Unified School Dist.
901 Andrade Ave.
Calexico, CA 92231

b) Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service, with the exception of a notice of termination.

7. **ATTORNEY'S FEES**
If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and expenses of litigation, including but not limited to court costs.

8. **AMENDMENTS**
Only an instrument in writing duly executed by each of the parties hereto can amend the provisions of this Agreement.

9. **INTEGRATION**
This writing constitutes the entire and complete Agreement between the parties hereto relative to the subject hereof. No party relies upon any warranty or representation, express or implied not specifically set forth herein.

City of Calexico
A Municipal Corporation

By: _____
Mayor David Ouzan

Calexico Unified School District

By: _____
President, Board of Education

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO CONTENT:

_____
City Manager

SROagree.doc