CITY OF CALEXICO
AGENDA REPORT

SUBJECT: Budget Amendment Resolution and Authorization to Accept MOU from Calexico Unified School District for School Resource Officer

AGENDA DATE: October 21, 2008

PREPARED BY: Jim Neujahr, Chief of Police

APPROVED FOR AGENDA BY: Ralph Velez, City Manager

RECOMMENDATION: Recommend Council approve BAR and agreement with Calexico Unified School District.

FISCAL IMPACT: $101,062 (revenue for General Fund)

BACKGROUND INFORMATION: (Prior action/information) The Calexico Unified School District will pay for the salary and benefits of one (1) police officer (SRO) who will provide 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. The Calexico Unified School District will pay for the full salary and benefits for the assigned officer for the 2008-2009 school year, (August 18, 2008 to July 31, 2009). In turn the Calexico Police Department will provide another police officer (SRO) who will provide the same services as listed above, thus providing two (2) SRO's to the Calexico Unified School District.

DISCUSSION: (Current consideration)

Agenda Item No. _____

Page _____ **Of** _____

BUDGET AMENDMENT RESOLUTION NO. 08-09 ____

BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT TO THE FINAL BUDGET FOR FISCAL YEAR 2008-09 FOR POLICE DEPARTMENT

WHEREAS, the Final Budget for Fiscal Year 2008-09 was adopted by Resolution No. 08-25 (City) and Resolution No. 08-26 (Calexico Redevelopment Agency) of the City Council on June 17, 2008; and

WHEREAS, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s):

AMENDMENTS TO ADOPTED BUDGET:

1) Record Revenue Estimate(s):

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
101-2111	Calexico Unified School District		Contract	$101,062
		Total		$101,062

2) Record Appropriation(s):

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
		Total		$0

3) Record Transfer of Funds:

FROM:

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
		Total		

TO:

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
		Total		

CAPITAL EXPENDITURE AUTHORIZATION:

4) Record Specific Capital Item(s) or Project:

Fund/Org Key/Object Code (Complete Account No.)	Quantity	Description	Amount
	Total		

5) Purpose of Budget Amendment:

The Calexico Unified School District will pay for the salary and benefits for one (1) police officer (SRO) for the 2008-2009 school year (August 18, 2008 to July 31, 2009).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 21 day of October 2008.

LOUIS FUENTES, Mayor

ATTEST:

LOURDES CORDOVA, City Clerk

APPROVED AS TO FORM;

JENNIFER M. LYON, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.
COUNTY OF IMPERIAL)

I, Lourdes Cordova, City Clerk of the City of Calelxico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 08-___, was duly adopted by the City Council at a meeting of said City Council held on the _____ day of _____, 2008, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

LOURDES CORDOVA, City Clerk
City of Calexico

cc: Finance Department

FORM FIN003(Revised 12/2006)

Calexico
Unified School District
P.O. Box 792/901 Andrade Avenue
Calexico, CA 92231-3015
Purchasing Dept.

COPY

September 16, 2008

Phone: (760) 768-3805
Fax: (760) 768-3889
Email: btamayo@calexico.k12.ca.us

Mr. Ralph Velez
City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Subject: Agreement for SRO Services

Dear Mr. Velez:

The enclosed Agreement between the City of Calexico and the Calexico Unified School District for School Resource Officer services was approved by the Board of Trustees at its meeting of September 11, 2008.

Once the Agreement has been counter-signed, please forward a copy (Page 4 only) in the enclosed self-addressed envelope.

Thank you for your assistance in this matter.

For any questions, please feel free to call the Purchasing Department at 768-3805.

Sincerely,

Bertha C. Tamayo
Purchasing Technician

cc: Gina Sanchez
Caroline Przytula

Enclosure

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

This agreement is made and entered into this 11th day of September 2008, by and between the City of Calexico (hereinafter referred to as "City"), and the Calexico Unified School District, hereinafter referred to as "District."

WITHNESSETH AS FOLLOWS:

WHEREAS, the District is desirous of contracting a School Resource Officer (SRO) 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 Officers (SRO),

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES**

A. **School Resource Officers.** This agreement will provide for two (2) Calexico Police Officers to serve as School Resource Officers who will be assigned to the Calexico Unified School District. The duties of the School Resource Officers shall include, but are not limited to the following:

1. Services
   a. Provide assistance to school principal/assistant principals in disciplinary matters/hearings.
   b. Provide advice and training to school staff and teachers.
   c. SRO's 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 communications 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.

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

D. **Work Shift.** Work days shall be Monday through Friday and the work hours shall span the 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.

2. COMPENSATION

A. The City shall budget for one (1) Police Officer including 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, to serve as a School Resource Officer for the 2008-2009 school year ending July 31, 2009.

B. The District shall budget for 100% of all salary and benefit costs for the second SRO assigned by the Calexico Police Department. The City shall budget for/and provide all equipment, training, vehicles, and material costs for both Police Officers assigned as School Resource Officers.

C. The School District shall budget for overtime costs taking into consideration extra curricular activities.

D. Salary costs for the second SRO shall be invoiced by the City to the District on a quarterly basis and shall be reimbursed to the City within thirty (30) days of receipt of said invoice.

3. TERM OF AGREEMENT

This agreement shall be effective as of August 18, 2008, and continue until revoked by either party giving forty-eight (48) hours notice, or satisfactory completion of the school year ending July 31, 2009.

4. INDEMNIFICATION

A. The City shall indemnify, defend and save harmless the District, 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 City employees. However, this duty to indemnify, defend and save harmless shall not include any claim arising from the established sole negligence or willful misconduct of the District, its officers, agents or employees, or any third party.

B. The District shall indemnify, defend and save harmless the City, 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 District employees. However, this duty to indemnify, defend and save harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees, or any third party.

5. **INSURANCE**

Both parties shall, throughout the duration of the 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 below:

City:	Ralph Velez City Manager City of Calexico 408 Heber Avenue Calexico, CA 92231	District:	David Groesbeck Superintendent Calexico Unified School District 901 Andrade Avenue Calexico, CA 92231

b. Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, 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 fess 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 the 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:_____
Luis Fuentes, Mayor

Calexico Unified School District

By:_____
Secretary, Board of Education

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO CONTENT:

_____
Ralph Velez, City Manager

BOARD APPROVAL
Date: 9-11-08 AS

BOARD OF EDUCATION

8/14/08 AGENDA

Submitted by: G. Sanchez

AGENDA ITEM # G3

SUBJECT: School Resource Officer (SRO) Agreement between the City of Calexico and CUSD	☐ Consent ☒ Action ☐ Information

RECOMMENDATION

That the Board of Education approves the Agreement between CUSD with the City of Calexico regarding School Resource Police Officers (SRO) assigned to the k-6 and 7-12 schools for the 2008-2009 school year.

SUMMARY OF KEY ISSUES

CUSD has had one SRO assigned to our 7-12 schools for the last three years at no fiscal impact. However, last year a second SRO was assigned to CUSD with the understanding that this position/support would continue only in 2008-09 CUSD committed to funding.

One (1) SRO is assigned to the junior high schools and the high schools; physical location is at Calexico High School. The second SRO is assigned to assist with our junior high schools and elementary schools; physical location is at William Moreno Jr. High School.

FISCAL IMPACT

The cost of one police officer is $105,113. (Salary is $72,492. and benefits are 45% of the salary)
Carl Washington School Safety Grant (for secondary schools).