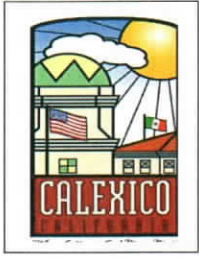


AGENDA
ITEM

14



CITY COUNCIL AGENDA STAFF REPORT

DATE: March 15, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager *Esperanza Colio Warren*

PREPARED BY: Jesus Serrano, Interim Chief of Police *JS*

REVIEWED BY: Sandra I. Fonseca, Interim Finance Director

SUBJECT: Authorized the City Manager to Sign a Memorandum of Understanding (MOU) with The Calexico Unified School District (CUSD) to Provide Law Enforcement Personnel to Function as School Resource Officers ("SRO")

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Recommendation:

Authorized the City Manager to Sign a Memorandum of Understanding (MOU) with The Calexico Unified School District (CUSD) to Provide Law Enforcement Personnel to Function as School Resource Officers ("SRO").

Background:

The Calexico Police Department, the leading law enforcement agency in Calexico, in the past, collaborated with the Calexico Unified School District to provide a safe school environment within the city limits. CUHS District expressed interest in entering into a contract with the City of Calexico and the Calexico Police Department to provide law enforcement personnel to act as School Resource Officers ("SRO") to provide various services. The services included as are as follows:

- Guidance and support in student safety.
- Restorative practices.
- Drug and alcohol prevention programs and training.
- Support and training for CUSD staff, students, and community on emergency action plans.
- Gang prevention and intervention.
- Security for CUSD activities.
- Truancy prevention.
- Training on law enforcement-related subjects.

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- Community outreach and liaison with the police department.
- provide support to the District with Comprehensive Site Safety Plans and Committees.
- Participate in the District Safety Team and Emergency Management System.

Discussion and Analysis:

School Resource Officers are regular police officers for the City of Calexico assigned to CUSD to provide the following duties:

- General Services:
 - Provide safety procedures for pupils, staff, and the public on or near District school sites and offices.
 - Provide a visible presence to deter and/or identify Calexico High School campus trespassers.
 - Protect from internal and external threats to pupils, staff, and the public on or near District schools and offices.
 - Investigate reports of unlawful activity affecting the District.
 - In case an incident occurs, that may require police attention, the school principal/designee or District administration will call CPD dispatch first, and CPD will dispatch the officer who will respond to the incident.
 - The SRO's investigation and questioning of students at school sites shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in death or great bodily injury to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
 - The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officers on a school site.
 - The SRO shall not become involved in school administrative searches unless specifically requested by the school's principal to provide security of and/or to manage contraband. School administrative searches will be directed and controlled by the school principal or designee and based on reasonable suspicion.
 - At the request of a school principal, the SRO shall attend student attendance, suspension, and expulsion hearings. The SRO shall provide testimony on any actions taken by the officer and any conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized and held by CPD.

- Support and train District staff, students, and community on various safety and law enforcement-related matters.
- The SRO will not provide legal advice at any time to District.
- **Truancy Protection:**
 - Conduct proactive foot patrols in and around District property.
 - Serve as a liaison between District and the public as needed.
 - Provide community outreach and linkage as needed.
- **Educational Instruction:**
 - Serve as a guest speaker on law enforcement issues.
 - Provide law enforcement perspective on the Comprehensive School Safety Plans, as requested by District, and approved by CPD.
 - Support “Restorative Practices” to promote a positive school climate.
- **Security Activities:**
 - Assist with providing security services for District activities.
 - Coordinate police responses to schools through direct radio or telephone communications with CPD.

The SRO officer work site will be at the Calexico High School campus for the effective and efficient operations of the SRO.

Fiscal Impact:

The City of Calexico would 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 City’s budget process, to serve as an SRO for the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years.

“Applicable training” means training for serving District needs and does not include training on behalf of the City. The District shall not be responsible for reimbursement of training conducted on behalf of and/or for the City.

“Equipment allowance” District will provide the SRO with one (1) computer, space for an office for the SRO, one (1) cellular telephone, and any other District communication equipment, as needed. However, CUSD shall not include motor vehicle purchase,

maintenance, or depreciation costs, and the District shall not be responsible for expenditure or reimbursement of such costs.

The District shall reimburse City for 100% of all salary and benefit costs of one SRO assigned by the Calexico Police Department to the District.

The District shall budget for overtime costs taking into consideration extracurricular activities.

The District agrees to pay the City an amount not-to-exceed \$150,00.00 for each fiscal year for the SRO services.

All salary and benefit costs to the City for the employment of the SRO shall be invoiced to District quarterly and reimbursed by District to City within thirty (30) days of receipt of said invoice.

Time spent by the SRO attending municipal, juvenile court, and/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered hours worked for the District and shall not be backfilled by the CPD.

The City of Calexico will increase the number of allocations of Senior Officers to the Calexico Police Department 2022-2023 budget from (7) seven to (8) eight for the duration of this agreement. Therefore, by approving the MOU between the city of Calexico and CUSD, the Calexico Police Department would require an increase of (1) one Full-Time Employees (FTE) allocation. This Full-time employee allocation would increase the Sworn Police Officer positions from 25 to 26.

Coordinated With:

City Manager's Office.
Finance Department.
City Attorney.

Attachment(s):

1. MOU with the Calexico Unified School District.

**SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT BETWEEN THE CITY
OF CALEXICO
AND THE CALEXICO UNIFIED SCHOOL DISTRICT**

This School Resource Officer Program Agreement ("Agreement") is made and entered into this _____th day of _____ 2023 by and between the City of Calexico, a California municipal corporation ("City"), and the Calexico Unified School District, a school district of the State of California ("District"). "City and District are sometimes individually referred to herein as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, District is desirous of contracting with City to provide law enforcement personnel to act as School Resource Officers ("SRO") to provide a variety of services, including guidance and support, restorative practices, drug and alcohol prevention and training, support and training for District staff, students, and community, gang prevention and intervention, security for District activities, truancy prevention and training on law enforcement related subjects, community outreach and linkage, provide support with District and site Comprehensive Site Safety Plans and Committees, and participate in the District Safety Team and Emergency Management System; and

WHEREAS, the City, through its constituent police department, the Calexico Police Department ("CPD"), can provide both the desired SROs and services to District.

TERMS

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. SCOPE OF SERVICES

1.1 School Resource Officers. City agrees to assign one (1) POST-certified police officer to serve as the SRO for District. The duties of the SRO shall include, but are not limited to, the following:

1.1.1 General Services:

- (a) Provide safety procedures for pupils, staff, and the public on or near District school sites and District offices.
- (b) Provide a visible presence to deter and/or identify trespassers on the Calexico High School campus.
- (c) Provide protection from internal and external threats to pupils, staff, and the public on or near District schools and District offices.
- (d) Investigate reports of unlawful activity affecting District.
 - (i) If an incident occurs that may require police attention, the school principal/designee or District administration will call

CPD dispatch first, and CPD will dispatch the officer who will respond to the incident.

- (ii) The SRO's investigation and questioning of students at school sites shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in death or great bodily injury to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
- (e) The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officers on a school site.
- (f) The SRO shall not become involved in school administrative searches, unless specifically requested by the school's principal in order to provide security of and/or to handle contraband. School administrative searches will be at the direction and control of the school principal or designee, and will be based upon reasonable suspicion.
- (g) At the request of a school principal, the SRO shall attend student attendance, suspension, and expulsion hearings. The SRO shall provide testimony on any actions taken by the officer and on any conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized and held by CPD.
- (h) Provide support and training to District staff, students, and community on various safety and law enforcement-related matters;
- (i) The SRO will not provide legal advice at any time to District.

1.1.2 *Truancy Protection:*

- (a) Conduct proactive foot patrols in and around District property.
- (b) Serve as a liaison between District and general public as needed.
- (c) Provide community outreach and linkage as needed.

1.1.3 *Educational Instruction:*

- (a) Serve as a guest speaker on law enforcement issues.
- (b) Provide law enforcement perspective to the Comprehensive School Safety Plans, as requested by District and approved by CPD.

- (c) Support “Restorative Practices” to promote a positive school climate.

1.1.4 Security Activities:

- (a) Assist with providing security services for District activities.
- (b) Coordinate police responses to schools through direct radio or telephone communications with CPD.

1.2 **Office Space** - District shall make available, at the Calexico High School site, office space that will be sufficient for the effective and efficient operations of the SRO.

1.3 **Equipment** - District shall provide the SRO with one (1) computer in the office of the SRO, one (1) cellular telephone, and any other District communication equipment, as needed.

1.4 **Work Shift** -The SRO’s shift shall be Monday through Friday, and the work hours shall span the eight-hour period aligned with when the school day is in session and students are attending classes. The SRO is a 12-month/year assignment and shall be granted the same leave (i.e. sick, personal necessity, vacation) that is granted to all CPD police officers. Any work required after regular work hours will be paid at the usual overtime rate by District, provided, however, that responding to emergency calls (including, but not limited to, responding to disorderly conduct calls such as a fight) are considered regular service calls and not subject to overtime payment pursuant to this Agreement. The SRO’s regular work hours may vary upon mutual consent between the SRO and Calexico High School Principal to address the scheduling needs of District, such as nighttime sporting events, school dances, Open Houses, and Back to School Nights, etc.).

1.4.1 City and District agree that the SRO’s work assignment and location will be at District’s school sites. Any need by City to request assistance for non-school related activities or incidents shall be limited to emergencies where the presence of additional law enforcement personnel is necessary.

2. SELECTION OF SCHOOL RESOURCE OFFICERS.

2.1 A District representative shall sit in and be an active voting participant in interviews for selecting the SRO who will provide services to District under this agreement

2.2 District, through its Superintendent, possesses the authority and power to reject the selected or appointed SRO who would provide services to District.

2.3 If there is a concern with the SRO’s scope of work/performance, the Superintendent will communicate said issues in writing to the Chief of Police for an appropriate course of action.

2.4 The City’s Chief of Police shall have the primary administrative responsibility under this Agreement on behalf of the City. The Chief of Police or their designee shall consult with District’s Superintendent or designee on matters that pertain to this Agreement.

2.5 Any complaint against the SRO arising from their actions shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing policy.

3. COMPENSATION

3.1 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 City's budget process, to serve as an SRO for the 2022-2023 and 2023-2024 school years.

- (a) "Applicable training" means training for purposes of serving District needs and does not include training on behalf of City. District shall not be responsible for reimbursement of training conducted on behalf of and/or for City.
- (b) "Equipment allowance" shall not include motor vehicle purchase, maintenance, or depreciation costs. District shall not be responsible for expenditure or reimbursement of such costs.

3.2 District shall reimburse City for 100% of all salary and benefit costs of one SRO assigned by CPD to District, subject to the above terms and conditions.

3.3 District shall budget for overtime costs taking into consideration extracurricular activities.

3.4 District agrees to pay City a not-to-exceed amount of (\$150,000) for the SRO, for the Term as stated above.

3.5 All salary and benefit costs to City for the employment of the SRO shall be invoiced to District on a quarterly basis and shall be reimbursed by District to City within thirty (30) days of receipt of said invoice.

3.6 Time spent by the SRO attending municipal, juvenile court and/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered hours worked for District and shall not be backfilled by the CPD.

3.7 The SRO is required to notify their supervisor of an absence Pursuant to CPD protocols and shall also notify District Superintendent or designee. Otherwise, CPD Watch Commander will notify District when the SRO will be absent from work. Except for unforeseen circumstances, elective time off for the SRO will be utilized when school is not in session. Elective time off scheduled when school is in session shall be backfilled by CPD, utilizing on-duty patrol personnel. Such coverage will be provided by regular patrol officers and may not represent a dedicated presence. When Elective time off is scheduled for the SRO, the CPD will have an alternate officer available "on call" for school-related needs.

4. TERM

4.1 This term of this Agreement shall commence on _____, 2023, and shall expire on June 30, 2026, unless the Parties earlier terminate this Agreement as provided herein or agree in writing to extend this Agreement. Either Party may terminate this Agreement for convenience at any time by providing a thirty (30) day written notice to the other Party.

5. INDEMNIFICATION

5.1 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 by the City, its officers, agents or employees during when such officers or agents are acting under the terms of this Agreement. 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. The City assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees and assumes no workers compensation responsibility for the elected and appointed officials, officers, agents, and employees of the District.

5.2 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 by the District and its officers, agents, or employees during those times when said officers or agents are acting under the terms of this Agreement. 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.

6. INSURANCE

6.1 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 workers' compensation insurance in a statutory amount.

7. COOPERATION

7.1 The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

8. AMENDMENT

8.1 This Agreement or any section herein may be amended upon mutual agreement as set forth by the Parties in writing.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations, or agreements.

10. CONSTRUCTION; REFERENCES; CAPTIONS

10.1 The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

11. NOTICE

11.1 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:

City of Calexico
Attn: Esperanza Colio Warren
City Manager
608 Heber Avenue
Calexico, CA 92231

DISTRICT:

Calexico Unified School District
Attn: Mr. Arturo Jimenez
Superintendent
901 Andrade Ave.
Calexico, CA 9223

11.2 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.

12. ATTORNEY'S FEES

12.1 If either Party commences an action against the other Party arising out of or in connection with this Agreement, each Party shall be responsible for covering its own attorney's fees and expenses of litigation, including but not limited to court costs.

13. LAWS AND REGULATIONS

13.1 Each Party shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules, and regulations, and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom.

14. RELATIONSHIP OF PARTIES

14.1 The Parties agree and intend that City and District are independent contracting entities and do not intend by this Agreement to create any employee/employer relationship, partnership, joint venture, or similar business arrangement, relationship, or association between them.

15. GOVERNING LAW

15.1 This Agreement shall be governed by the laws of the State of California. This Agreement shall be deemed to have been made in the County of Imperial, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within Imperial County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of Imperial, California, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non-conveniens.

16. WAIVER

16.1 No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. LEGAL COUNSEL

17.1 Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by the legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

18. SEVERABILITY

18.1 In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

19. BINDING EFFECT

19.1 This Agreement will inure to the benefit of and be binding on the successors and assigns of City and District.

20. AUTHORIZED REPRESENTATIVES

20.1 The Parties warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement warrants that they have the legal power, right, and authority to make this Agreement and bind himself or their respective Party.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall constitute an original.

22. ASSIGNMENT

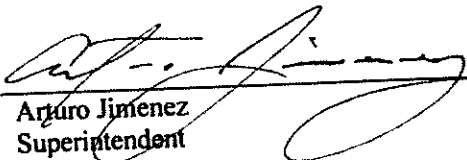
22.1 This Agreement may not be assigned or otherwise transferred by either Party hereto without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF CALEXICO

CALEXICO UNIFIED SCHOOL DISTRICT

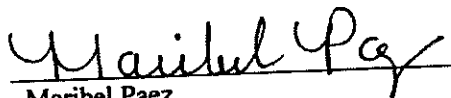
By: _____
Esperanza Colio Warren
City Manager

By: 
Arturo Jimenez
Superintendent

ATTEST:

ATTEST:

By: _____
Gabriela T. Garcia
City Clerk

By: 
Maribel Paez
Assistant Superintendent of Business Services