Agenda Item No. D-3

DATE SUBMITTED	9/11/2015	COUNCIL ACTION	(x)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	COLON/BEST	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	9/16/2015	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL UNIFIED SCHOOL DISTRICT

1. APPROVAL OF SCHOOL RESOURCE OFFICER (SRO) AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL UNIFIED SCHOOL DISTRICT FOR 2015-2016 SCHOOL YEAR.

DEPARTMENT INVOLVED: POLICE/CITY MANAGER

BACKGROUND/SUMMARY:

The City of Imperial is to provide a School Resource Officer (SRO) for the 2015-2016 Imperial Unified School District School Year. The SRO services are to include investigation of criminal law violations and response to police-related safety incidents, teacher training, classroom presentations, participation in parent workshops, and to provide students with law enforcement related counseling, guidance and referrals to other agencies as needed.
Imperial Unified School District will pay the fully burdened cost of placing the SRO at IUSD facilities during the 2015-2016 school year.

FISCAL IMPACT: None, there is no additional cost to providing an SRO to IUSD as the City is to be reimbursed at full for the cost of the officer during the 2015-2016 school year.

F.O. INITIALS: _____

STAFF RECOMMENDATION: It is staff's recommendation that the City of Imperial enter into an agreement with the Imperial Unified School District to provide an SRO for the 2015-2016 school year.

MANAGER'S RECOMMENDATION: It is my recommendation to agree with staff and approve the agreement between the City and IUSD set forth before the Council.

MANAGER'S INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( )
DISAPPROVED ( )
REJECTED ( )
DEFERRED ( )

REFERRED TO:

SCHOOL RESOURCE OFFICER AGREEMENT

Between the City of Imperial

And

Imperial Unified School District

This School Resource Officer Agreement ("Agreement") is made and entered into this 11th day of August 2015, by and between the City of Imperial ("City") and the Imperial Unified School District ("IUSD").

1. Scope of Services by City:

   a. City agrees to hire, train, supervise and deploy one (1) police Resource Officer to IUSD at its school sites. The scope of the Resource Officer's services include investigation of criminal law violations and response to police-related ~~and~~ safety incidents, teacher training, classroom presentations, participation in parent workshops, and to provide students with law enforcement related counseling, guidance and referrals to other agencies as needed. The parties shall agree upon a schedule for the Resource Officer's duties and at which school sites. The parties anticipate the Resource Officer time to be distributed between all sites, District locations and District-sponsored events depending on the needs of the District.

   b. City agrees to provide the administrative and related services for all personnel assigned under this Agreement. City will provide the Resource Officer equipment, uniforms and vehicle in a manner consistent with other members of the City police department. City shall also bear the cost of any overtime accrued by the Resource Officer.

   c. The Resource Officer will generally be assigned to work those days and hours that correspond with those days and hours students are on campus. The Resource Officer may not be assigned to the school sites during normal hours due to sick leave, departmental training, prescheduled days off, vacation or other such leave. In the event that the Resource Officer is not assigned to the school sites based on the foregoing, City will send a replacement officer. Absent unusual circumstances, the Resource Officer shall only take vacation leave or attend extended trainings during school breaks (e.g. spring break, summer vacation)." IUSD requests for service that would result in overtime shall be submitted to the City for approval at

least three calendar days in advance (unless circumstances arise that necessitate a shorter time period). Approval shall be routine and expected up to 20 hours. Approvals for overtime beyond that amount shall be made on a case-by-case basis as determined in consultation between City and IUSD.

d. The service of the Resource Officer under this Agreement shall be subject to the supervision by and direction from the City's Authorized Representative (the Police Chief) or an authorized designee of the Police Chief.

e. The services performed by the City under this Agreement shall be subject to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, *et seq.*); in particular the immunity protections of Government Code section 6513, and the provisions of Government Code sections 895 through 895.8.

2. IUSD Responsibilities

a. IUSD will include the Resource Officer in appropriate IUSD meetings and trainings, and an IUSD representative will act as liaison between IUSD and the City. The IUSD representative will work with the Resource Officer to maintain records of data including, by way of example, arrests, offenses, dispositions and the like.

b. IUSD will provide office space for the assigned Resource Officer. IUSD shall provide a mobile phone for the Resource Officer's use in carrying out the City's duties as set forth in Paragraph 1 of this Agreement.

c. If IUSD is concerned regarding the services performed by any Resources Office under this Agreement, the IUSD Authorized Representative, the Superintendent or authorized designee of the Superintendent, shall promptly notify the City's Authorized Representative regarding the nature of the concern and any requested corrective action to be taken by the City.

d. Except as specifically set forth herein, IUSD shall pay the fully burdened cost of placing the Resource Officer at IUSD in effect as of the date of this Agreement as and as may be amended from time to time.

3. IUSD shall pay the City the fully burdened daily rate for services provided under this Agreement during the 2015-2016 school year which, for purposes of this agreement, shall be 210 days. IUSD shall make payment to the City no later than

thirty (30) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

4. The term of this Agreement shall be for the 2015-2016 fiscal years. The parties agree to enter into negotiations for subsequent fiscal years not later than February 1, 2016.

5. Termination.

   a. IUSD or City may terminate this Agreement without cause any time after the Effective Date, by giving a sixty (60) days written notice to the other party.

   b. In the event that City fails to perform a material term of this Agreement, then District shall have the right to terminate the Agreement with seven (7) days' written notice. Prior to giving such notice, IUSD shall notify the City's Authorized Representative of the material failure and City shall have seven (7) days to cure the failure (if possible).

   c. In the event of termination, IUSD shall compensate City as set forth herein through the date of termination for the services of the Resource Officer and shall continue to receive said services from City through the date of termination (if desired by IUSD).

6. It is understood by IUSD that the City is a public agency providing service to IUSD. Additionally it is understood by the parties that the Resource Officer shall be an employee of the City entitled to all rights and benefits accorded to similarly situated city employees and that the Resource Officer is not an employee of IUSD nor is the Resource Officer entitled to any rights and benefits of IUSD employee. Accordingly, the City will be responsible for all local, state and federal employment withholding taxes, workers compensation for its employees, and all other applicable employment costs and benefits for the Resource Officer.

7. IUSD will provide a secure workplace for Resource Officers working on IUSD premises.

8. The City agrees to indemnify and save IUSD, its agents and employees, harmless from any and all claims, damages, costs and expenses in law or equity, including cost of suits and expenses for legal services caused by the independent acts of the City, its agents or employees, in connection with the performance of this Agreement. IUSD agrees to indemnify and save the City, its agents and Employees, harmless from any and all claims, damages, costs or expenses in law or equity, including costs of suits and expenses for legal

services, caused by the independent act of IUSD, its agents or employees, in connection with the performance of this Agreement.

9. Insurance.

Each party accepts the others' self-insurance in lieu of requiring specific commercial coverage.

10. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail should be addressed to the parties' Authorized Representatives as follows:

TO CITY: City of Imperial
420 South Imperial Avenue
Imperial, California 92251
Attn: Miguel Colon, Chief of Police

TO IUSD: Imperial Unified School District
219 North "E" Street
Imperial, California 92251
Attn: Superintendent Bryan Thomason

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Imperial.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of the other. Any attempt to assign or delegate this Agreement without written consent shall be void and of no force or effect. A consent by a party to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiable revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. 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 IUSD and the City.

L. Ratification. This Agreement is subject to ratification by the Governing Board of the IUSD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF IMPERIAL:

_____

Marlene D. Best, City Manager

IMPERIAL UNIFIED SCHOOL DISTRICT:

_____

Bryan Thomason, Superintendent

ATTEST:

By: _____

_____

Debra Jackson, City Clerk

Date Ratified by the IUSD Governing Board: August 11, 2015