

TO: JAMES L. APP, CITY MANAGER  
FROM: LISA SOLOMON, CHIEF OF POLICE  
SUBJECT: SCHOOL RESOURCE OFFICER CONTRACT  
DATE: JULY 1, 2008

Needs: For the City Council to consider authorizing the Mayor to enter into an agreement with the Paso Robles Unified School District to share the cost of a police officer assigned to work as a School Resource Officer.

Facts:

1. In 2005, the Paso Robles Unified School District received grant funding to pay approximately half the cost of a full time police officer (salary and benefits) to provide for a School Resource Officer position at George Flamson Middle School.
2. The grant received by the School District for this School Resource Officer expired on June 30, 2008.
3. The School District is interested in maintaining the School Resource Officer position by contracting to equally share the cost of a top-step Police Officer's salary and benefits. A similar agreement with the School District currently exists for a School Resource Officer on the Paso Robles High School campus.
4. A one year agreement satisfactory to both parties, and approved by the City Attorney, has been created. (See attached)

Analysis &  
Conclusion: The Police Department and the School District have identified mutual benefit in assigning School Resource Officers on various campuses. A formal agreement to continue our partnership on the second School Resource Officer position is required, and the Police Department has worked with the School District to create a mutually agreeable contract. Continuing with this second School Resource Officer position through the suggested agreement will continue to maintain the current level of police services to the School District, with the commitment to share the cost of those services.

Policy Reference: None

Fiscal Impact: Annual recurring revenue of approximately \$57,500 each year.

Options:

- a. Adopt Resolution No. 08-XXX authorizing the Mayor to enter into an agreement with the Paso Robles Unified School District to share the cost of a police officer assigned to work as a School Resource Officer.
- b. Amend, modify or reject Option "a".

RESOLUTION NO. 08-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PASO  
ROBLES UNIFIED SCHOOL DISTRICT AND FOR SPECIFIED POLICE SERVICES

---

WHEREAS, the City of El Paso de Robles Police Department currently funds two police officer positions separate partnership agreements with the Paso Robles Unified School District; and

WHEREAS; one of the existing agreements is set to expire on 6/30/08; and

WHEREAS, the Police Department has negotiated a new contract to continue the existing partnership.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles does authorize the Mayor to enter into an agreement with the Paso Robles Unified School District to share the cost of a police officer assigned to work as a School Resource Officer.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 1<sup>st</sup> day of July, 2008 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Frank R. Mecham, Mayor

ATTEST:

---

Deborah D. Robinson, Deputy City Clerk

## AGREEMENT FOR SCHOOL DISTRICT OFFICER

**THIS AGREEMENT** is made this 1st day of July, 2008, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, (“City”) and the PASO ROBLES PUBLIC SCHOOLS, a public body, corporate and politic (“School District”).

### Recitals

A. The City and School District desire to make an officer for the City Police Department available, on a full-time basis, to assist School District personnel in the areas of student discipline and safety, attendance, security for personnel and property, education of students and staff and liaison with law enforcement agencies.

B. The City is willing to make an officer available on the terms and conditions set forth herein.

### Agreements

Section 1. School District has requested, and the City has agreed to make available, the services of one (1) police officer (the “Assigned Officer”) from the City Police Department (the “Department”) to patrol and provide associated security needs in and around property owned and operated by the School District (primarily George Flamson Middle School) during the normal school year. For the remainder of the year, the Assigned Officer will be assigned to other duties as determined by the Chief of Police. The Assigned Officer shall be a full-time employee of the Department and shall be under the direct supervision and control of the Administrative Sergeant of the Department. The

Assigned Officer shall be a sworn police officer, as defined in Section 830.2 of the California Penal Code.

Section 2. The Assigned Officer's work schedule shall be prepared monthly, 30 days in advance of the actual month worked, **as approved** by the Chief of Police, after consultation with the School District Director of Student Services. While the Department agrees that there may be some flexibility in the scheduling, in no event shall the Department be obligated to schedule an Assigned Officer for a total aggregate number of hours over a one (1) year period that would exceed the average number of hours worked by one (1) full-time sworn peace officer in the Department, taking into account vacation, sick leave, and holidays. Notwithstanding anything to the contrary, School District understands and agrees that in no event shall any duties or hours designated for the Assigned Officer conflict with the terms of the then-existing Memorandum of Understanding (the "MOU") between the City and the Paso Robles Police Officer's Association. In addition, School District understands and agrees that in certain extraordinary situations, the Assigned Officer may be required to assist the Department on other assignments on a temporary, emergency basis, and such assignments shall not be deemed a default under this Agreement.

Section 3. Both City and School District agree to share in the cost of the Assigned Officer. The School District agrees to pay 50% of the total annual cost of salary and benefits paid to a sworn police officer of the Department for every year of the contract.

The City agrees that it shall pay the difference between the amount contributed by the School District and the actual total annual cost of salary and benefits paid to a sworn police officer in the Department, as if the Assigned Officer were an officer at the highest level specified in the MOU. It is estimated that the School District share of such cost under this Agreement shall be approximately **\$57,500** annually.

City shall bill the School District on a quarterly basis for School District's share. School District agrees that it shall pay City within thirty (30) days of receiving the bill from the City.

City understands that School District may seek funding to help pay for its share of the cost for the Assigned Officer set forth hereunder. City agrees that it shall, if so reasonably requested by School District, cooperate with School District in applying for such funding. Notwithstanding any other provision in this Agreement, School District agrees that it shall not seek nor shall it accept any funding that would result in a violation of the terms of the grant that City is using to pay for its share of the cost of the Assigned Officer.

Section 4. The term of this Agreement shall begin on **July 1, 2008**, and shall terminate on **June 30, 2009**, unless amended by mutual agreement of the parties.

Section 5. During the school year, the parties expect that the primary job duties shall be those set forth in the job description, attached hereto as Exhibit A and incorporated herein by reference. If there is a conflict between the duties set forth in Exhibit A and the duties assigned by the Chief of Police, the parties shall cooperate to mutually agree upon a resolution of the issue. Notwithstanding anything to the foregoing, the duties to be performed by the Assigned Officer shall not conflict in any way with the terms of the MOU.

Section 6. The City and the School District agree to cooperate with each other to help ensure that the Assigned Officer is able to carry out his or her duties and that the mutual goals of City and School District to promote the safety and well-being of the School District's students, personnel and property are satisfied.

Section 7. The School District and City agree to conduct an annual review by July 1 of each year and report to the Chief of Police the performance of the Assigned Officer. The School District Director of Student Services, as well as

other school Administrators may participate in the evaluation process. The report and evaluation will be made part of the Assigned Officer's personnel file.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the day first above written.

\_\_\_\_\_, 2008

CITY OF EL PASO DE ROBLES

By: \_\_\_\_\_

Frank R. Mecham, Mayor

Attest:

\_\_\_\_\_

Deborah Robinson, City Clerk

"CITY"

\_\_\_\_\_, 2008

PASO ROBLES PUBLIC  
SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

"SCHOOL DISTRICT"