

**TO:** JAMES L. APP, CITY MANAGER  
**FROM:** LISA SOLOMON, CHIEF OF POLICE  
**SUBJECT:** SCHOOL DISTRICT & HOUSING AUTHORITY POLICE SERVICE CONTRACTS  
**DATE:** AUGUST 4, 2009

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**Needs:** For the City Council to consider agreements to share the cost of police officers assigned to work at the Housing Authority and School District.

**Facts:**

1. In 1998 the City entered into contracts with the Paso Robles Housing Authority (PRHA) and the Paso Robles Unified School District to (PRUSD) provide dedicated police services in their respective areas.
2. The existing contract with PRHA expired on June 30<sup>th</sup>, and the PRUSD contract will expire in September, 2009.
3. The Police Department has been in negotiations with the Housing Authority and the School District to extend existing contract services and cost sharing.
4. Satisfactory agreements with both entities have been reached. (See attached)

**Analysis & Conclusion:** Dedicated police services have been welcomed by the Housing Authority and School District. The Police Department has negotiated new contracts with PRUSD and PRHA to maintain dedicated police services to those entities, with the commitment to share the cost of those services. The contracts have been approved by both agencies (attached).

Due to current economic challenges, the contracts may be renewed yearly. The contract period is July 1, 2009 through June 30, 2010.

**Policy Reference:** None

**Fiscal Impact:** Approximately \$106,500 contract revenue for FY 2010. This represents a \$15,000 increase in projected revenues in the adopted FY 2010 budget.

**Options:**

- a. Adopt attached Resolution authorizing the Mayor to enter into agreements with the Paso Robles Housing Authority and the Paso Robles Unified

School District to share the cost of police officers assigned to work in their respective areas.

- b. Amend, modify or reject Option "a".

RESOLUTION NO. 09-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

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WHEREAS, the City of El Paso de Robles Police Department currently deploys two police officers for dedicated policing services under separate partnership agreements with the Paso Robles Unified School District and the Paso Robles Housing Authority; and

WHEREAS; the Paso Robles Unified School District agreement expired on June 30, 2009 and the Paso Robles Housing Authority contract will expire September 1, 2009; and

WHEREAS, the Police Department has negotiated new, separate contracts with each entity to continue these existing partnerships.

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 two separate agreements with the Paso Robles Unified School District and the Paso Robles Housing Authority to share the cost of a police officers assigned to work in their respective areas.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of August, 2009 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Duane Picanco, Mayor

ATTEST:

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Cathy David, Deputy City Clerk

## AMENDED AND RESTATED AGREEMENT FOR SCHOOL DISTRICT OFFICER

THIS AMENDED AND RESTATED AGREEMENT FOR SCHOOL DISTRICT OFFICER ("**Agreement**") is made this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ July, 2009, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, ("City") and the PASO ROBLES UNIFIED SCHOOL DISTRICT, 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 and School District previously entered into an agreement dated September 1, 2005 (the "Original Agreement"). The parties desire to make certain amendments to that agreement 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 during the normal and extended school year. Notwithstanding the foregoing, the Chief of Police may, if and as necessary, assign the Assigned Officer to other duties. The Assigned Officer shall be a full-time employee of the Department and shall be under the direct supervision and control of the Patrol Commander 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 Police Department will provide the Assigned Officer a police patrol vehicle that is owned by the City of Paso Robles. The City assumes all liability associated with the Assigned Officer's operation of the vehicle, and will provide all necessary insurance coverage for the vehicle. The School District, in turn, agrees to pay for all costs of fuel and regular maintenance for the vehicle, based on invoices submitted to it by the Department. The School District will not provide

any vehicle for the use by the Assigned Officer without the prior written approval of the City and the School District.

Section 3. 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 or his / her designee, after consultation with the School District Superintendent or his / her designee. 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 4. 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.

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, and increasing each year pursuant to the terms of the MOU. It is estimated that the School District share of such cost under this Agreement shall be approximately \$62,500 annually.

City shall bill the School District on a quarterly basis for School District's share, as well as for the costs of fuel and maintenance for the vehicle provided by the Department, as set forth in Section 2 above. 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 5. The term of this Agreement shall begin on July 1, 2009, and shall terminate on June 30, 2010, unless amended by mutual agreement of the parties.

Section 6. 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 or his / her designee, 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 7. The School District will provide the Assigned Officer a monthly stipend of \$246.27 during the normal school year, not to exceed \$2,462.70 per year, to attend after school and weekend functions in his role as the School Resource Officer. The monthly stipend shall be paid directly to the assigned officer by the School District.

Section 8. 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 9. The School District and City agree to conduct periodic review over the term of this Agreement 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.

Section 10. This Agreement supersedes and replaces in its entirety the Original Agreement.

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.

\_\_\_\_\_, 2009

CITY OF EL PASO DE ROBLES

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

Duane Picanco, Mayor

Attest:

\_\_\_\_\_

Cathy David, Deputy City Clerk

**"CITY"**

\_\_\_\_\_, 2009

PASO ROBLES UNIFIED

SCHOOL DISTRICT

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

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

**"SCHOOL DISTRICT"**

**AMENDED AND RESTATED AGREEMENT FOR  
HOUSING AUTHORITY POLICE OFFICER**

THIS AMENDED AND RESTATED AGREEMENT FOR HOUSING AUTHORITY POLICE OFFICER ("**Agreement**") is made this \_\_\_\_1st\_\_\_\_ day of \_\_\_\_July\_\_\_\_, 2009, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, ("City") and the PASO ROBLES HOUSING AUTHORITY, a public body, corporate and politic ("Housing Authority").

**Recitals**

A. The City and Housing Authority desire to make an officer for the City Police Department available, on a full-time basis, to the residents of the Oak Park Housing Project (the "Housing Project"), located at 32<sup>nd</sup> and Park Streets in the City of Paso Robles, which is owned and operated by the Housing Authority, to help provide for neighborhood safety.

B. The City and Housing Authority previously entered into an agreement dated July 1, 2005 (the "Original Agreement"). The parties desire to make certain amendments to that agreement on the terms and conditions set forth herein.

**Agreements**

**SECTION 1.** The Housing Authority 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 neighborhood security needs in and around the Housing Project. The Assigned Officer shall be a full-time employee of the Department and shall be under the direct supervision and control of the Operations Lieutenant 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, by the Chief of Police, after consultation with the Director of the Housing Authority. 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, Housing Authority 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 Officers Association. In addition, Housing Authority understands and agrees that in certain 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 Housing Authority agree to share in the cost of the Assigned Officer. The Housing Authority agrees to pay 35% of the total annual cost of salary and benefits paid to a sworn police officer of the Department.

The City agrees that it shall pay the difference between the amount contributed by the Housing Authority 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, and increasing each year pursuant to the terms of the MOU. It is agreed that the Housing Authority share of such cost under this Agreement shall not exceed \$44,500 annually.

City shall bill the Housing Authority on a quarterly basis for Housing Authority's share of the officer salary / benefit cost. Housing Authority agrees that it shall pay City within thirty (30) days of receiving the bill from the City.

SECTION 4. The term of this Agreement shall begin on July 1, 2009, and shall terminate on June 30, 2010, unless amended by mutual agreement of the parties.

SECTION 5. The primary geographic area of responsibility for the Assigned Officer will be from 26th Street to 36th Street and from the railroad tracks to Vine Street. The Assigned Officer also will make periodic visits to the Flamson Middle School campus, located at 24th and Spring Streets as part of his or her rounds. The Assigned Officer will also be expected to attend recreational activities at the Housing Project as his or her schedule will allow, and will work towards establishing a relationship of trust and rapport with Housing Project residents and neighbors. Other tasks for the Assigned Officer may include providing safety and informational seminars for Housing Project residents and neighbors.

The Assigned Officer will act as a liaison with the Director of the Housing Authority and the Board of Directors of the Housing Authority.

SECTION 6. The City and the Housing Authority 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 Housing Authority to promote the safety and well-being of the residents of the Housing Project and the surrounding neighborhood are satisfied.

SECTION 7. The Housing Authority and City agree to conduct an annual review and report to the Chief of Police the performance of the Assigned Officer. 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.

\_\_\_\_\_, 2009

**CITY OF EL PASO DE ROBLES**

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

Duane Picanco, Mayor

Attest:

\_\_\_\_\_

Cathy David, Deputy City Clerk

**"CITY"**

\_\_\_\_\_, 2009

**PASO ROBLES HOUSING AUTHORITY**

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

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

**“HOUSING AUTHORITY”**