

**TO:** JAMES L. APP, CITY MANAGER  
**FROM:** LISA SOLOMON, CHIEF OF POLICE  
**SUBJECT:** SCHOOL DISTRICT POLICE SERVICE CONTRACT  
**DATE:** JUNE 15, 2010

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**Needs:** For the City Council to consider authorizing the Mayor to enter into an agreement to share the cost of a police officer assigned to work at the Paso Robles Unified School District (PRUSD).

**Facts:**

1. In 1998, the City entered into a contract with the PRUSD to provide dedicated police services.
2. The existing contract with the PRUSD will expire on July 1, 2010.
3. The Police Department has been in negotiations with the School District to extend existing contract services and cost sharing.
4. A satisfactory agreement has been reached. (See attached)

**Analysis &  
Conclusion:**

Dedicated police services have been a valuable resource for both the School District and the Police Department. A satisfactory agreement has been made with PRUSD to maintain dedicated police services, with the commitment to equally share the cost of those services.

In consideration of current economic challenges for both the City and the School District, this contract requires annual review and renewal. The contract period currently under consideration is July 1, 2010 through June 30, 2011.

**Policy  
Reference:**

None

**Fiscal  
Impact:**

Approximately \$62,500 contract revenue for FY 2011.

**Options:**

- a. Adopt attached Resolution 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 in the PRUSD.
- b. Amend, modify or reject Option "a".

## 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\_\_\_\_\_, 2010, 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, 2010, and shall terminate on June 30, 2011, 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.

\_\_\_\_\_, 2010

CITY OF EL PASO DE ROBLES

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

Duane Picanco, Mayor

Attest:

\_\_\_\_\_

Lonnie Dolan, Deputy City Clerk

**"CITY"**

\_\_\_\_\_, 2010

PASO ROBLES UNIFIED

SCHOOL DISTRICT

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

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

**"SCHOOL DISTRICT"**

RESOLUTION NO. 10-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 FOR SPECIFIED POLICE SERVICES

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WHEREAS, the City of El Paso de Robles Police Department currently deploys one police officer for dedicated policing services under a partnership agreement with the Paso Robles Unified School District; and

WHEREAS; the Paso Robles Unified School District agreement is set to expire on June 30, 2010; and

WHEREAS, the Police Department has negotiated a new contract with the Paso Robles Unified School District 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 in the Paso Robles Unified School District.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 15<sup>th</sup> day of June, 2010 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Duane Picanco, Mayor

ATTEST:

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Lonnie Dolan, Deputy City Clerk