

TO: JAMES L. APP, CITY MANAGER
FROM: LISA SOLOMON, CHIEF OF POLICE
SUBJECT: SCHOOL DISTRICT POLICE SERVICE CONTRACTS
DATE: JULY 19, 2011

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

- Facts:**
1. In 1998, the City entered into a contract the PRUSD to provide dedicated police services.
 2. The existing contract with the PRUSD expired on July 1, 2011.
 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 the 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 School District, this contract requires annual review and renewal. The contract period currently under consideration is July 1, 2011 through June 30, 2012.

**Policy
Reference:**

None

**Fiscal
Impact:**

Prior fiscal year total cost was approximately \$125,000 with the City's share being \$65,000 or 50%. The new contract, for FY2012, has decreased in cost due to a reserve officer being used rather than a full-time officer. The new contract cost is approximately \$29,000 with only \$3,746 or 13% being the City's share of the contract for FY 2012. This is a savings to the General Fund of approximately \$61,000.

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 reserve 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 , 2011, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, ("City") and the PASO ROBLES JOINT 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 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.

Agreements

Section 1 School District has requested, and the City has agreed to make available, the services of one (1) reserve 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 reserve police officer 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, base 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 Department be obligated to schedule an Assigned Officer for a total aggregate number of hours over a one (1) year period that would exceed 960 hours annually. 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 100% of the assigned officer's hourly rate. The City will be responsible for all required payroll taxes and insurance. It is estimated that the School District cost under this agreement shall not exceed \$29,270 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, 2011, and shall terminate on June 30, 2012, 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.

Section 7 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 8 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 9 This Agreement supersedes and replaces any previous agreements.

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.

_____, 2011

CITY OF EL PASO DE ROBLES

By: _____
Duane C. Picanco, Mayor

Attest:

Lonnie Dolan, City Clerk

_____ 2011

PASO ROBLES PUBLIC SCHOOLS

By: _____
Kathleen McNamara, Superintendent

By: _____
Elizabeth Wilson, Asst. Supt. for Business

RESOLUTION NO. 11-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

WHEREAS, the City of El Paso de Robles Police Department deployed 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 expired on June 30, 2011; and

WHEREAS, the Police Department has negotiated a new contract with the Paso Robles Unified School District to continue this existing partnership with a reserve police officer.

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 agreements with the Paso Robles Unified School District to share the cost of a reserve 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 19th day of July, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk