

AGENDA ITEM NO.	1D
COUNCIL MEETING	01/17/13
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

January 17, 2013

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: SHARON J. SHAFFER, Deputy Chief
Support & Special Services Division

SUBJECT: AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO THIS FIRST AMENDMENT TO AN AGREEMENT DATED JULY 1, 2012, WITH CENTRAL UNIFIED SCHOOL DISTRICT TO PROVIDE ONE ADDITIONAL SCHOOL RESOURCE OFFICER EFFECTIVE JANUARY 1, 2013 THROUGH JUNE 30, 2013 AT 100% OF THE ACTUAL COST OF THE OFFICER, TO INCLUDE ADMINISTRATIVE FEES AND THE OPERATION AND MAINTENANCE COSTS OF ONE PATROL VEHICLE FOR A TOTAL OF \$59,465.50.

RECOMMENDATION

It is recommended that Council authorize the City of Fresno (CITY) Chief of Police to enter into this First Amendment to an agreement dated July 1, 2012, with Central Unified School District (CUSD) to provide one additional School Resource Officer (SRO) effective January 1, 2013 through June 30, 2013 at 100% of the actual cost of the officer, administrative fees and the operations and maintenance costs of one patrol vehicle for a total of \$59,465.50.

EXECUTIVE SUMMARY

On July 1, 2012, Council authorized the Chief of Police to enter into an agreement with CUSD to fund one SRO for designated CUSD campuses for the period of July 1, 2012 to June 30, 2013. Under this executed agreement, CUSD funded 100% of the one-year personnel costs of \$115,261.00 for one (1) SRO, an administrative fee of \$350.00, and \$3,328.00 for the operations and maintenance of one patrol vehicle. The total amount approved under this contract was \$118,939.00 for the 2012-2013 school year.

CUSD has requested to amend the existing agreement by adding one (1) additional SRO to service the students at three CUSD middle schools, specifically El Capitan, Glacier Point and Rio Vista Middle Schools. If approved, the SRO would start January 1, 2013 and operate on those campuses until June 30, 2013. The SRO would handle law enforcement duties related to these CUSD campuses providing an enhanced and safer learning environment for students attending those middle schools.

Under the amended agreement, CUSD would fund 100% of the six-month personnel costs of \$57,630.50 for one (1) SRO, an administrative fee of \$175.00, and \$1,664.00 for the operations and maintenance of one patrol vehicle for a total of \$59,465.50 for the period of January 1, 2013 through the end of the school year, June 30, 2013.

In specific instances where the SRO takes personal leave or attends approved law enforcement training, a replacement police officer would be temporarily assigned at the respective schools to cover the SRO responsibilities during that leave.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

JPD:SJS:mr/jg
12/17/12

Attachment: (1) Agreement

COPY

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 29 day of November, 2012, amends the Agreement heretofore entered into between the City of Fresno, a California municipal corporation (hereinafter referred to as "CITY"), and Central Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, CITY and DISTRICT entered into an Agreement, dated July 1, 2012, for assignment of a School Resource Officer at DISTRICT'S Central East High School and at Teilman Center to perform regular duty law enforcement services, hereinafter referred to as "Agreement;" and

WHEREAS, the DISTRICT is requesting an additional School Resource Officer to be assigned during the last six months of the Agreement to three DISTRICT middle schools - El Capitan, located at 4443 W. Weldon in Fresno, Glacier Point, located at 4055 N. Bryan Ave. in Fresno, and Rio Vista, located at 62 40 W. Palo Alto Ave. in Fresno; and

WHEREAS, CITY agrees to assign such Officer on the same terms and conditions of the Agreement provided DISTRICT contributes monies to CITY to off-set 100% of CITY'S operational costs for said additional Officer.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Effective January 1, 2013, the first sentence of Section 1(a) of the Agreement is amended in its entirety to read as follows:

"CITY will provide two School Resource Officers (hereinafter referred to as "officer"). One officer will perform regular duty law enforcement services at DISTRICT'S Central East High School and Teilman Center, and the other officer will perform regular duty law enforcement services at El Capitan, Glacier Point and Rio Vista Middle Schools. Performance by the officer, under this paragraph, will be during the schools' standard school year and normal hours of operation; subject, however, to the availability of the officer."

2. Effective January 1, 2013, Section 2(a) of the Agreement is amended in its entirety to read as follows:

"(a) To off-set 100% of FPD's operational costs at CITY'S then current rates during the one-year term of this Agreement for the regular duty law enforcement services at DISTRICT'S Central East High School, Teilman Center, El Capitan Middle School, Glacier Point Middle School and Rio Vista Middle School pursuant to Section 1(a), above, DISTRICT shall pay CITY a total of \$178,408.50 in two payments of \$59,469.50 on October 1, 2012 and \$118,939.00 on March 1, 2013. DISTRICT shall pay CITY the total amount to off-set 100% of FPD's operational costs at CITY'S then current rates for its respective fiscal year (July 1 through June 30). For purposes of this Agreement, "operational costs" include (i) the salary and benefits of the officer (including, without limitation, medicare, medical insurance, uniform allowance,

unemployment, pension, workers compensation premium and POST Certificate Premium Pay), (ii) the operation and maintenance of two patrol vehicles, and (iii) administrative fees; as are set forth in more detail in **Exhibit B.**"

3. Effective January 1, 2013, Exhibit B to the Agreement is superseded by **Attachment A** to this Amendment and each reference in the Agreement to "Exhibit B" shall mean and refer to **Attachment A** to this Amendment.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

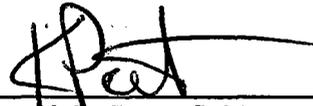
3. Except as otherwise provided herein, the Agreement entered into by CITY and DISTRICT, dated July 1, 2012, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

CENTRAL UNIFIED SCHOOL DISTRICT

By: _____
Jerry Dyer, Chief of Police
Fresno Police Department

By:  _____
Kelly Porterfield
Assistant Superintendent/
Chief Business Officer
Central Unified School District

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
FRANCINE M. KANNE
Interim City Attorney

By:  _____
Nancy A. Algier Date
Senior Deputy

Attachment:

Attachment A – Cost Breakdown for Police Services

Attachment A

"F" Step Police Officer and Administrative Fees

**Cost Breakdown of Police Services and Administrative Fees to the
Central Unified School District
(Effective July 1, 2012 – June 30, 2013)**

<u>Straight-Time Costs per City fiscal year – "F" Step Police Officer</u>	<u>2012-2013</u>
40 hours per week for 52 weeks Police Officer hourly wage * @	\$ 55.41
Total Straight-Time Costs for one Police Officer 12 months @ 100%	\$115,261.00
Total Straight-time Costs for one Police Officer 6 months @ 100%	\$ 57,630.50
<u>Overtime Costs Optional</u>	
Hourly Rate Police Officer **	\$ 55.73
Total overtime costs for Police Officer dependent on number of hours utilized.	
<u>Vehicle Costs</u>	
Vehicle costs for 12 Month Period (one patrol vehicle)	\$ 3,328.00
Vehicle costs for 6 Month Period (one patrol vehicle)	\$ 1,664.00
Administrative Fees for 12 Month Period	\$ 350.00
Administrative Fees for 6 Month Period	\$ 175.00
Total Salary Costs for 12 Month Period (One Police Officer)	\$115,261.00
Total Salary Costs for 6 Month Period (One Police Officer)	<u>\$ 57,630.50</u>
Total Cost for Central Unified School District	\$178,408.50

*Includes salary and benefits (Medicare, Medical insurance, uniform allowance, unemployment, pension, workers compensation premium and POST Certificate Premium Pay)

** Includes salary and only medicare

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