



AGENDA ITEM NO.	1 C
COUNCIL MEETING	03/18/10
APPROVED BY	

DEPARTMENT DIRECTOR

CITY MANAGER

March 18, 2010

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

BY: SHARON SHAFFER, Deputy Chief
Support Division Commander

SUBJECT: AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH FRESNO UNIFIED SCHOOL DISTRICT TO PROVIDE NINE SCHOOL RESOURCE OFFICERS (SRO) AND A SERGEANT

RECOMMENDATIONS

It is recommended that Council authorize the Chief of Police to enter into an agreement with the Fresno Unified School District (FUSD) to accept funding for nine School Resource Officers, a Sergeant, and the operations and maintenance of ten patrol vehicles.

EXECUTIVE SUMMARY

The Fresno Unified School District (FUSD), in an effort to provide a safer learning environment for students attending high school, has agreed to fund nine School Resource Officers at its high school campuses and a sergeant for a three-year term beginning in July 2009. The first year of the agreement, FUSD will pay 100 percent of the actual cost for one officer position, 50 percent of the actual cost for one officer position (which began mid-year), 70 percent of the actual cost for seven officer positions, and 90 percent of the actual cost for the sergeant's position. FUSD and the Fresno Police Department had previously agreed to charge 70 percent of the seven officers in the first year with an increase to 75 percent for the subsequent two years of the agreement.

The second and third years of the agreement, FUSD will pay 100 percent of the actual cost for two officer positions, 75 percent of the actual cost for seven officer positions, and 90 percent of the actual cost for the sergeant's position. (The sergeant will also supervise School Resource Officers assigned to the Central Unified School District and the Fresno County Office of Education.) In addition, FUSD will pay 33 percent of the operation and maintenance costs for ten patrol vehicles.

The seven officers that FUSD will fund at 70 percent in FY 10, and 75 percent in FY 11 and FY 12 will be assigned to the high school campuses for only 75 percent of the calendar year—39 weeks of the school year (August through June). These officers will not be assigned to the high school campuses for the Thanksgiving break, winter break, spring break, summer school, or any other days school is not in session. During the breaks, summer school and other non-school days, the officers will be reassigned to other Police Department duties.

The two officers funded at 100 percent will be assigned to the high school campuses for the entire calendar year. These officers will handle law enforcement duties related to the FUSD campuses under the supervision of the sergeant.

In specific instances where officers take personal leave or attend Police Department-approved law enforcement training, other available police officers will be assigned temporarily to the respective school or schools during such leave or training.

BACKGROUND

The primary mission of the Fresno Police Department School Resource Officer is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program. Specific desired outcomes of the program include:

- Reduction of criminal activity and fear on campus, and foster a positive relationship with the school community.
- Handle calls for service for incidents that occur in and around designated campuses involving students and/or employees.
- Identify school-related enforcement problems and develop solutions in a problem-solving manner.
- Provide a coordinated team effort between the Fresno Police Department and Central Unified School District.
- A general improvement in the relationship between the parties listed herein.

This agreement between agencies will lead to the enhancement of collaborative problem-solving and bolster the quality of life for the students, parents, and staff of the respective schools.

FISCAL IMPACT

Funding for eight officers and one sergeant is included in the FY 2010 budget. FUSD will fund an additional officer (9th officer) at 100 percent, which was a previously defunded officer position.

JPD:SS:JM:pgh
02/23/10

Attachment: Agreement

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
AND FRESNO UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into effective the 1 day of April , 2010, by and between the City of Fresno, a municipal corporation (hereinafter referred to as "CITY"), and Fresno Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, DISTRICT recognizes that the Fresno Police Department's ("FPD") assignment of School Resource Officers (the position is described in Exhibit A) at certain DISTRICT high schools and a combination middle school and high school to perform regular duty law enforcement services is greatly beneficial to DISTRICT in assisting DISTRICT in providing its pupils with campuses which are safe, secure, and peaceful; and

WHEREAS, DISTRICT desires to contribute monies to CITY to partially off-set CITY'S operational costs for nine School Resource Officers and a sergeant position assigned, in part, to oversee such Officers, and thereby assist FPD in continuation of its practice of assigning School Resource Officers at certain DISTRICT high schools and a combination middle school and high school; and

WHEREAS, CITY is willing to provide nine School Resource Officers, and a sergeant position (the position is described in Exhibit A) assigned (in part) to oversee such Officers, to perform regular duty law enforcement services at certain DISTRICT high schools and a combination middle school and high school subject to availability of such officers.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Law Enforcement Services.

(a) CITY will provide nine School Resource Officers (hereinafter referred to as "officers") to perform regular duty law enforcement services at nine of DISTRICT's high schools and one combination middle school and high school (Edison, Roosevelt, Sunnyside, McLane, Fresno High, Hoover and Bullard high schools and the Dakota Day School, a combination middle school and high school; and Cambridge and DeWolf high schools will share one of the officers) during the respective school's normal hours of operation and during the time frame that includes the standard school year which is approximately 39 weeks of the year, August through June); provided, however, (i) this does not include summer school, Thanksgiving break, Winter break, Spring break and any other days that school is not in session, and (ii) this is subject to availability of the respective officers and the sergeant assigned to oversee the officers. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, health of officer, shortage of manpower, funding, and duty assignment of officer(s) or sergeant to higher priority matters. However, in specific instances of the officers taking personal leave or FPD approved law enforcement training, then other available police officers will be assigned temporarily at the respective school

or schools during such leave or training. During periods other than the standard school year and other times as the Chief of Police may require, the officers may be assigned to other police department duties. However, it shall remain the responsibility of the DISTRICT to pay the annual "Total Cost for Fresno Unified School District" as provided in Section 2 below. It is agreed that the ninth officer will be added January 1, 2010 and duties will begin at the Dakota Day School, hereunder, no earlier than January 1, 2010.

(b) On an as-needed basis and subject to the availability of the officers and sergeant, DISTRICT may request such law enforcement services by the respectively assigned officer on an overtime basis immediately after the school's normal hours of operations and on a call back basis at school functions later in the evenings and on weekends. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, the officer's personal availability, health of officer, shortage of manpower, funding, and duty assignment of officer(s) to higher priority matters. In the event DISTRICT requires law enforcement services for school functions in evenings or on weekends in addition to, or due to the unavailability of, the respectively assigned officer or sergeant, then DISTRICT shall obtain such services under separate agreement with CITY for "Contract Law Enforcement Services" in accordance with Fresno Municipal Code section 2-1517.1, as it may be amended from time-to-time, and the applicable provisions (currently Chapter 8) of the then current Memorandum of Understanding between CITY and Fresno Police Officers Association (Non-Supervisory Police-Unit 4) as it may be amended from time-to-time.

(c) The parties agree that CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of officers and the sergeant position. DISTRICT acknowledges that the officers and sergeant are held to the requirements of the law and FPD policy. DISTRICT agrees that it shall not have authority to direct the officer's, or sergeant's, law enforcement activity. DISTRICT will immediately notify FPD of any concerns regarding such activity.

2. DISTRICT Contribution.

(a) To off-set 100% of two of the officers (with the off-set of the second of the two officer positions beginning January 1, 2010) and 90% of the sergeant salaries and fringe benefits; 33% of operation and maintenance of ten patrol vehicles; and 70% in year 2009-2010, and 75% in years 2010-2012, of the balance of FPD's operational costs for the regular duty law enforcement services at DISTRICT high schools pursuant to Section 1(a), above, DISTRICT shall pay CITY the annual "Total Cost for Fresno Unified School District," set forth in Exhibit B, in two equal payments on the following dates of the second and third years of this Agreement: September 1st and February 1st. Such annual "Total Cost for Fresno Unified School District" for the first year of this Agreement (2009-2010) shall be paid in full on or before April 1, 2010. For purposes of this Agreement, "operational costs" include (i) the salaries and fringe benefits (including, medicare, health and welfare, uniform, pension, workers compensation premium and POST Certificate Premium Pay) of the officers and one FPD sergeant position, and (ii) the operation and maintenance of ten patrol vehicles; as are set forth in more detail in Exhibit B.

(b) DISTRICT shall reimburse CITY on an actual cost basis for the annual salary and fringe benefits of the officers, and any sergeant, assigned pursuant to Section 1(b), above. Except for the payment for the first year of this Agreement (due on or before April 1, 2010) and for any monthly charges during July of 2009 through February of 2010 for which DISTRICT shall reimburse CITY no later than April 1, 2010 (DISTRICT acknowledges

receipt of invoice(s) for any monthly charges during July of 2009 through February of 2010), DISTRICT shall reimburse CITY monthly, in arrears, no later than 15 days upon receipt of an invoice from CITY. CITY shall be paid in accordance with the overtime and call back rates then in effect at the time of performance as governed by the then current Memorandum of Understanding between CITY and Fresno Police Officers Association (Non-Supervisory Police-Unit 4) as may be amended (e.g., upon execution of this Agreement, overtime is paid at one and one-half times the base rate of pay, and call back rates are a minimum of 3 hours at the rate of time and one-half).

(c) DISTRICT shall provide office space for officers at their respective schools.

3. Term of Agreement. It is the intent of the parties that the term of this Agreement begin July 1, 2009, effective as to all terms and conditions of the Agreement, and end on June 30, 2012, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement.

(a) Either party may terminate this Agreement without cause upon 30 calendar days prior written notice to the other party.

(b) This Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 7 calendar days prior written notice and this shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

(c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

5. Indemnification.

(a) DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the DISTRICT, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.

(b) CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law

or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

6. Insurance. It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

8. Independent Contractor and Not a Partnership. For purposes of this Agreement, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and DISTRICT. Officers providing services under this Agreement shall remain the employees of CITY, and shall not be employees of DISTRICT.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement 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 Agreement, shall be null and void.

20. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

21. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

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

CITY OF FRESNO,
a municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT

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

By: _____
Ruth F. Quinto,
Associate Superintendent/CFO
Fresno Unified School District

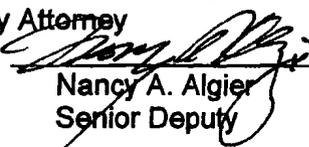
ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:

By: _____
Andrew Delatorre,
Director of Risk Management

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By:  2/22/10
Nancy A. Algier Date
Senior Deputy

Addresses:

CITY:
Fresno Police Department
Attention: Jerry Dyer, Chief of Police
2326 Fresno Street
Fresno, CA 93721

DISTRICT:
Fresno Unified School District
Attention: Michael E. Hanson,
Superintendent
2309 Tulare Street
Fresno, California 93721

Attachments:

Exhibit A - SRO and Sergeant Position Descriptions
Exhibit B - Cost Breakdown for Police Services

**Exhibit A
Position Descriptions**

School Resource Officer

The Fresno Police Department School Resource Officer (SRO) works under the direct supervision of the Fresno Police Department (FPD).

The basic duties of the SRO are to operate as a Peace Officer to assist site staff with crime and safety issues. Guidelines for SRO duties are as follows:

- Be a visible, active, and high profile police officer on a school campus. You are on campus to provide a presence to promote safety and positive relationships. The presence of a uniformed officer on campus gives the environment a feeling of safety and security.
- Provide a link between the school community and the FPD. Get to know the students and teachers. Interaction with staff and students is a high priority. If asked, help the teachers with material to help explain your job and the criminal justice system.
- Children need good role models. As an officer, this should be one of your goals. Help break down barriers between the police and the students.
- Walk the halls and common areas of the campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. If it is a police matter, it should be referred to police supervision. A matter more closely aligned with school district issues should be referred to school administrative staff.

Investigate crime and make safety recommendations to site staff. Work with the principal toward making the school safer for both yourself and the people on campus. Fit your activities into the goals of the site administration. Commitment to the goal of safe schools and good law enforcement should be your mission.

Sergeant

The FPD sergeant will be responsible, in part, for the supervision of each SRO and making periodic visits to school campuses. The sergeant's duties, when available, will include working closely with school administration, and serving as the liaison between FUSD and FPD.

Exhibit B

**Cost Breakdown of Police Services to the
Fresno Unified School District
(Effective July 1, 2009 – June 30, 2012)**

<u>Straight-Time Costs per year</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
40 hours per week for 52 weeks Police Officer *hourly wage@	\$ 48.35	\$ 49.44	\$ 50.77
40 hours per week for 52 weeks Police Sergeant *hourly wage@	\$ 57.17	\$ 58.47	\$ 60.57
Total Straight-Time Costs for 9 Police Officers (100%)	\$905,202	\$925,452	\$950,472
Total Straight-Time Costs for Police Sergeant (100%)	\$118,921	\$121,623	\$124,056
Total Straight-Time Costs for 7 Police Officers (12 months @ % listed below)	\$492,832	\$539,847	\$554,442
Total Straight-Time Costs for two (2) Police Officers (12 months @ 100%)	\$150,867**	\$205,656	\$211,216
Total Straight-Time Costs for one (1) Police Sergeant (12 months @ 90%)	\$107,029	\$109,461	\$112,466
<u>Vehicle Costs</u>			
Operations and Maintenance for 1 vehicle @ 33.33%	\$ 3,328/year		
Operations and Maintenance for 10 vehicles @ 33.333%	\$ 33,280	\$ 33,280	\$ 33,280
Total Salary Costs for Period	\$750,728	\$848,636	\$878,124
Total Vehicle Costs for Period	\$ 33,280	\$ 33,280	\$ 33,280
Total Cost for Fresno Unified School District	\$784,008**	\$881,916	\$911,404

*Includes salary and benefits (including, fringe, medicare, health and welfare, uniform, pension, workers compensation premium and POST Certificate Premium Pay)

** Calculated for one 100% officer for 12 months of 2009-2010 year and one 100% officer for 6 months of the 2009-2010 year.

7 Officers: 2009 - 2010 70%
 2010 - 2011 75%
 2011 - 2012 75%

2010 – 2012 salaries are estimated based on information currently available with an increase of 2% each year.

<u>Overtime Costs (Optional)</u>			
Hourly Rate Police Officer	\$ 54.63	\$ 56.01	\$ 57.72
Hourly Rate Police Sergeant	\$ 65.87	\$ 67.53	\$ 69.57

Total Overtime Costs for Police Officer dependent upon number of hours utilized.
 Total Overtime Costs for Police Sergeant dependent upon number of hours utilized.

2010 – 2012 hourly rates are estimated based on information currently available with an increase of 2% each year.