

AGENDA ITEM NO.	1	B
<u>COUNCIL MEETING</u>	06/03/10	
APPROVED BY _____		
<u>DEPARTMENT DIRECTOR</u>		
CITY MANAGER		

June 3, 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 ACCEPT A SECOND AMENDMENT TO AN EXISTING AGREEMENT WITH THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS INCLUDING THE FUNDING OF ONE SCHOOL RESOURCE OFFICER AT 100% OF THE ACTUAL COST OF THE OFFICER

RECOMMENDATION

It is recommended that Council authorize the Chief of Police to accept a Second Amendment to an existing Agreement with the Fresno County Superintendent of Schools including the funding of a School Resource Officer at 100% of the actual cost of the officer.

EXECUTIVE SUMMARY

The Second Amendment identifies the Fresno County Superintendant of Schools as the true party name and contracting entity rather than "Fresno County Office of Education."

The Fresno County Superintendent of Schools (FCSS), in an effort to provide a safer learning environment for students, will exercise the one-year extension option in the Agreement for one (1) School Resource Officer for the period of July 1, 2010 to June 30, 2011. FCSS will fund the total amount to offset 100% of the Fresno Police Department's operational costs at CITY'S then current rates for a total of \$115,993.00. This officer will be assigned to perform regular duty law enforcement services at District's Kermit Koontz Educational Complex and Violet Heintz Education Academy for the entire period.

Section 3(b) of the Agreement is deleted. This section would have allowed FCSS to extend the Agreement one additional year after June 30, 2011.

The initial Agreement was made and entered into effective October 1, 2009, funded one School Resource Officer to perform regular duty law enforcement services at Teilman Community Day School. FCSS funded the total amount of \$79,965.75 to offset 100% of the Fresno Police Department's operational costs for the period of October 1, 2009 through June 30, 2010.

The First Amendment to Agreement was entered into on November 1, 2009, allowing the School Resource Officer currently performing regular duty law enforcement services at Teilman Community Day School, to perform regular duty law enforcement services at Kermit Koontz Educational Complex and Violet Heintz Education Academy at no additional costs to FCSS.

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 outcome 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

FCSS, for the one-year extension period herein (July1, 2010 through June 30, 2011), will fund the total amount to offset 100% of the Fresno Police Department's operational costs at CITY'S the current rates for this extension period shall be a total of \$115,993.00. Funding for this police officer is included in the FY 2011 budget.

JPD:SS:jm
OS/24/10

Attachment: (1) Agreement

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of this day of , 2010, and amends the Agreement heretofore entered into between the City of Fresno, a municipal corporation (hereinafter referred to as "CITY"), and Fresno County Superintendent of Schools, a political subdivision of the State of California (hereinafter referred to as "FCSS"), formerly referred to in the Agreement as "Fresno County Office of Education" or "DISTRICT."

RECITALS

WHEREAS, CITY and FCSS entered into an Agreement, dated October 1, 2009 as amended November 1, 2009, for assignment of a School Resource Officer, hereinafter referred to as "Agreement;" and

WHEREAS, the Agreement is due to expire on June 30, 2010 and the parties desire to extend such Agreement as modified herein.

AGREEMENT

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

1. For purposes of the Agreement and this Amendment, FCSS, a political subdivision of the State of California, is the true party name and contracting entity rather than "Fresno County Office of Education." Effective October 1, 2009, all references in the Agreement to "Fresno County Office of Education" and to "DISTRICT" shall mean "Fresno County Superintendent of Schools."

2. The end of the initial term of the Agreement as set forth in Section 3(a) of the Agreement, shall be extended from June 30, 2010 to June 30, 2011.

3. Section 3(b) of the Agreement is hereby deleted.

4. For the 1-year extension period herein (July 1, 2010 through June 30, 2011), the total amount to off-set 100% of the Fresno Police Department's operational costs at CITY'S then current rates for this extension period shall be a total of \$115,993.00 to be paid to CITY by FCSS in two equal payments of \$57,996.50 each on the following dates: October 1, 2010 and March 1, 2011. For purposes of this paragraph, "operational costs" shall include that described in Section 2(a) of the Agreement, but as set forth in more detail in **Attachment A**, attached hereto and incorporated by reference herein.

5. Except as otherwise provided herein, the Agreement entered into by CITY and FCSS, dated October 1, 2009 as amended November 1, 2009, 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 municipal corporation

FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS, a political subdivision of the State
of California

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

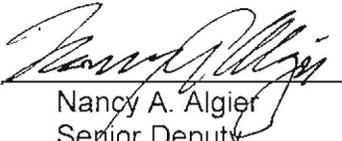
By: _____
Larry L. Powell
Fresno County Superintendent of
Schools

ATTEST:
REBECCA E. KUSCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

APPROVED AS TO FORM:
Legal Counsel for Fresno County
Superintendent of Schools

By:  _____
Nancy A. Algier Date
Senior Deputy

By: _____
Linda Bacon
Legal Counsel

Addresses:

CITY:
Fresno Police Department
Attn: Support Division
2323 Mariposa Mall
Fresno, CA 93721

FCSS:
Fresno County Office of Education
Attn: Larry L. Powell, Superintendent
1111 Van Ness Avenue
Fresno, CA 93721

Attachment:

Attachment A - Cost Breakdown for Police Services

Attachment A

**Cost Breakdown of Police Services to the
Fresno County Superintendent of Schools
(Effective July 1, 2010 to June 30,2011)**

Personnel

<u>Straight-time Costs per City Fiscal Year</u>	<u>2010-2011</u>
40 hours per week for 52 weeks - Police Officer hourly wage*	\$ 54.17
Total Straight-time costs for 1 Police Officer (12 Months @ 100%) -	\$112,665.00

Overtime Costs (Optional)

Police Officer hourly rate**	\$ 56.01
Total overtime costs for Police Officer dependent on number of hours utilized.	

Vehicle Costs

Operations and maintenance for 1 vehicle per year	\$ 3,328.00
Total Salary Costs for 2010-2011	\$112,665.00
Total Vehicle Costs for 2010-2011	\$ 3,328.00

Total Cost for Fresno County Superintendent of Schools \$115,993.00

* Includes salary and benefits (fringe, Medicare, health and welfare, uniform, pension, worker's compensation premium and POST Certificate Premium Pay).

** Includes salary at time-and-a-half rate and Medicare.