

RESOLUTION NO. 5115

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
BETWEEN THE CITY OF SOLEDAD AND THE SOLEDAD UNIFIED SCHOOL
DISTRICT FOR A SCHOOL RESOURCE OFFICER**

WHEREAS, The City of Soledad and the Soledad Unified School District have cooperated for the past 11 years, by written agreement, in efforts to provide a Soledad Police Officer as a District School Resource Officer; and

WHEREAS, the services provided by the School Resource Officer range from service on an "intervention team" for at-risk students, investigation of on campus crimes, and maintaining high visibility on various school campuses to promote positive student behavior; and

WHEREAS, the City has received a request from the District to enter into a new School Resource Officer Agreement ("Agreement") for Fiscal Year 2015-2016, with terms essentially identical to the previous Fiscal Year's Agreement; and

WHEREAS, pursuant to the terms of the Agreement, the City of Soledad will receive compensation from the District for fifty-percent (50%) of one School Resource Officer's salary and benefits, not to exceed \$60,000 for the 2015-2016 school year; and

WHEREAS, Staff has reviewed the proposed Fiscal Year 2015-2016 Agreement and is recommending that the City continue to provide School Resource Officer services to the Soledad Unified School District;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the "Agreement Between the City of Soledad and the Soledad Unified School District for School Resource Officer," a copy of which is attached hereto as "Exhibit A" and by this reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 5th day of August, 2015, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None.

ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: Richard J. Perez.



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

**AN AGREEMENT BETWEEN THE CITY OF SOLEDAD AND THE
SOLEDAD UNIFIED SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER**

This Agreement, establishing a Soledad Unified School District Resource Officer, dated August 17, 2015, is made by and between the City of Soledad, a municipal corporation ("City"), and the Soledad Unified School District ("District")

RECITALS

- A. District owns and operates school campuses in the City of Soledad, Monterey County.
- B. District desires to retain the services of an on-campus "School Resource Officer" from City, for a variety of purposes, including interaction with and education of students and for responding to safety and security issues that arise at "Soledad High School, Main Street Middle School, Community Education Center, and the elementary schools."
- C. City is willing to assign one police officer to provide services to the Soledad High School (SHS), Main Street Middle School (MSMS), Community Education Center (CEC), and the elementary schools as School Resource Officer, subject to the terms and conditions set forth in this agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **Assignment and Training.** City agrees that it will assign one sworn police officer to the position of District-wide School Resource Officer ("SRO") in accordance with the terms and conditions set forth in this Agreement. In addition, the City and District will mutually agree on SRO assigned to the District. The City shall bear all responsibility for hiring, training and supervising said officer, in accordance with normal City procedures and policies. City retains the sole discretion to assign any police officer to fill this position from time-to-time during the term of this Agreement. City shall consider any request by District for the assignment or removal of any particular officer.

2. **Assignment Details.**

- a. **Schedule:** One SRO shall be assigned to Soledad High School and Main Street Middle School during the schools' regular schedules, from 7:00 a.m. – 5:15 p.m., Tuesday through Friday. The SRO's primary assignment will be Soledad High School and Main Street Middle School. The SRO will be available to the Community Education Center and the elementary schools during the regular school schedule hours of 7:00 a.m. – 5:15 p.m. (San Vicente Elementary, Gabilan Elementary, Rose Ferrero Elementary, Frank Ledesma Elementary, and Jack Franscioni Elementary). The SRO will not be assigned to schools during school vacations and holidays when students are not present on campus. The SRO hours may be changed upon mutual agreement of the parties. The SRO will be available for professional development by mutual agreement.

- b. **Non-exclusive Assignment.** City reserves the right to reassign the SRO to regular patrol or other duties within the police department on an intermittent temporary basis (e.g., for training, to cover for another officer, to respond to a medical call, to respond to a request for back-up). In such instances, another officer will not be assigned to the District. Notwithstanding, during such periods, the Soledad Police Department will respond to District calls for assistance on an "as-needed" basis. The SRO may also be absent from the District when on City authorized leave (vacation, sick or other), in which cases, requests for service will be handled on the same "as needed" basis. Notwithstanding the above, the SRO shall not be the only police officer scheduled to be on duty during school days.

- c. **Scope of Duties.** The parties hereto agree that the SRO's duties and responsibilities shall be the following:
 - i. The SRO shall serve on an intervention team at Soledad High School and Main Street Middle School. The team for SHS will work with students at both SHS and CEC. Each intervention team will meet weekly to review referrals and discuss case management issues.

 - ii. The SRO shall refer students who have been involved with law enforcement for alcohol, drug, gang, bullying, and other related offenses to the intervention team at the appropriate school. The SRO will co-case manage these students with school personnel responsible for intervention services.

- iii. The SRO shall respond to calls related to parties involved with alcohol, drugs, bullying, gang-related activities, threats/intimidation, and physical assaults when juveniles are present, or, if not on duty at the time, collect information from the responding officer(s) regarding the juveniles present.
- iv. The SRO shall assist in implement the *Every 15 Minutes Program*.
- v. In investigating possible crimes and other incidents, the SRO will conduct a parallel investigation separate from any District investigation. Information concerning investigations will be shared by District and City as allowed by relevant law. The District shall provide the SRO with notice of any alleged school-related criminal conduct of which the District becomes aware, and may seek advice from the SRO with respect to appropriate District handling of the same.
- vi. Upon approval of the Principal or Assistant-Principal, the SRO may participate in sessions designed to promote positive behavior on the part of students designated by the District to be "at-risk" under the guidance and in the company of a school administrator or designee. The SRO may also provide guidance, in keeping with said officer's training with the City's police department and any additional District policies, to students who initiate requests for such advice.
- vii. During each classroom break, and before and after school, the SRO will be highly visible on and around the SHS and MSMS campuses and/or in the community where students assemble.
- viii. The SRO shall actively enforce the District's policy relating to "Gangs and Gang Related Behavior and Symbols." The SRO will provide gang awareness training to staff and parents on an "as needed" basis.
- ix. The SRO shall have the authority to enforce school related rules and policies as developed by District administration.
- x. The SRO shall be available to offer witness testimony during related expulsion hearings.

3. **Employee of City.** It is understood and agreed by the parties hereto that at all times during the term of this Agreement, the SRO shall be an employee of the City and not an employee of the District. City shall be responsible for any and all payments to the SRO including salary, benefits, and worker's compensation.

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4. **Vehicle and Equipment Costs.** City agrees that the District shall not be charged any costs associated with the provision of a police vehicle or other equipment furnished by the City to the SRO, in connection with the provision of services under this Agreement.
5. **District Responsibilities.** District shall provide the SRO with office space and equipment, to the extent possible on the school campuses. District shall also designate an on-campus District administrative employee as the SRO's contact person to assist in coordinating the SRO's on campus activities. Although the SRO will take reasonable steps to cooperate with District requests regarding the performance of the SRO's duties, District expressly agrees that it will make no request or engage in any conduct which might interfere with the SRO's duties and responsibilities as a police officer to investigate criminal matters.
6. **Employee Costs.** One SRO will be part of this Agreement. Approximately fifty-percent (50%) or one SRO's salary and benefits, not to exceed \$60,000 for the 2015/2016 school year, will be paid by the District. The City will bill the District in three (3) increments of \$20,000 each. The SRO will be assigned to the District by mutual agreement.
7. **Mutual Hold Harmless.** District agrees to hold harmless City, including its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs and liability for any personal injury or property damage which may arise directly or indirectly as a result of the SRO's activities related to this Agreement. City agrees to hold harmless District, and its elected and appointed councils, boards, commissions, officers, agents, employees and representatives from any and all claims, costs and liability for any personal injury or property damage which may arise directly or indirectly as a result of District's actions related to the SRO pursuant to this Agreement.
8. **Term.** The term of this Agreement shall be from August 17, 2015 - June 30, 2016.
9. **Assignment.** Neither this Agreement nor any obligations of the parties hereunder may be assigned or subcontracted without the prior written consent of the other party, which the other party may withhold at its sole discretion.
10. **Entire Agreement of the Parties.** This Agreement supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to subject matter of this Agreement and contains all the covenants and agreements between the parties with respect to the subject matter of this Agreement. Any modification of the Agreement will be effective only if it is in writing, signed by both parties.

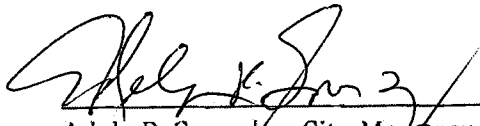
11. **Notices.** Any notices to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, with return-receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement.
12. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
13. **Waiver.** Waiver by a party of anyone or more of the conditions of performance under this Agreement shall not be construed as a waiver of any other condition or performance under this Agreement.

CITY OF SOLEDAD

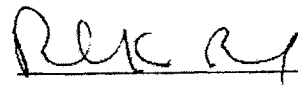
A municipal corporation
248 Main Street
Soledad, CA 93960

**SOLEDAD UNIFIED
SCHOOL DISTRICT**

1261 Metz Rd.
Soledad, CA 93960



Adela P. Gonzalez, City Manager

 8/21/15

Dr. Rup K. Boyd, Superintendent