

RESOLUTION NO. 2015-55

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN BERNARDINO FOR A SCHOOL RESOURCE OFFICER AT RIALTO HIGH SCHOOL.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to execute on behalf of said City, a Memorandum of Understanding between the Rialto Unified School District and the City of San Bernardino. A copy of which is attached hereto marked Exhibit "A" and incorporated herein by reference as fully as though set forth at length.

SECTION 2. The authorization granted hereunder shall expire and be void and of no further effect if the Agreement is not executed by both parties and returned to the Office of the City Clerk within sixty (60) days following the effective date of the resolution.

///

///

///

///

///

///

///

///

///

///


1 **RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF**
2 **SAN BERNARDINO AUTHORIZING THE EXECUTION OF A MEMORANDUM OF**
3 **UNDERSTANDING BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT AND**
4 **THE CITY OF SAN BERNARDINO FOR A SCHOOL RESOURCE OFFICER AT**
5 **RIALTO HIGH SCHOOL**

6 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
7 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
8 16th day of March, 2015, by the following vote, to wit:

9 Council Members:	AYES	NAYS	ABSTAIN	ABSENT
10 MARQUEZ	<u>X</u>	_____	_____	_____
11 BARRIOS	<u>X</u>	_____	_____	_____
12 VALDIVIA	<u>X</u>	_____	_____	_____
13 SHORETT	<u>X</u>	_____	_____	_____
14 NICKEL	<u>X</u>	_____	_____	_____
15 JOHNSON	<u>X</u>	_____	_____	_____
16 MULVILHILL	<u>X</u>	_____	_____	_____

17
18
19 
20 Georgeann Hanna, City Clerk

21 The foregoing resolution is hereby approved this 23rd day of March, 2015.

22
23 
24 R. Carey Davis, Mayor
City of San Bernardino

25 Approved as to form:
26 Gary D. Saenz, City Attorney

27 By: 
28

MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT
AND THE CITY OF SAN BERNARDINO FOR A
SCHOOL RESOURCE OFFICER (SRO) AT
RIALTO HIGH SCHOOL

I.

Pursuant to discussions between the parties, the City of San Bernardino, through the San Bernardino Police Department (SBPD), shall provide a part-time, police officer as a School Resource Officer (SRO) at Rialto High School in the City of San Bernardino for five (5) months.

II.

The term of this Agreement is five (5) months commencing February 1, 2015, and ending June 30, 2015. The duration of the officer's assignment shall be five (5) months.

III.

The SRO shall at all times, be subject to the directives and supervision of the SBPD and shall be responsible for serving as a liaison between students, faculty, administration, parents and law enforcement in furtherance of good and meaningful youth, community, school, and police understanding.

IV.

The SRO shall be responsible for all law enforcement duties arising on and in the vicinity of the Rialto High School which fall within the course and scope of a police officer's duties. The officer shall be engaged in a wide variety of activities determined to meet the collective goals of the Rialto Unified School District and the San Bernardino Police Department, as well as the general community, that being, to provide a safe and healthy educational environment. Such duties/activities shall include, but shall not be limited to, assisting administrators and school staff members with discipline/criminal matters, conflict resolution, gang issues, attendance (truancy) issues, safety procedures, trespassers, parent complaints, and/or inquiries.

V.

The City of San Bernardino shall defend, indemnify, and hold harmless, the Rialto Unified School District, their respective agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for inquiries or damages arising out of the performance of this agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligent or intentional acts or omissions of the SBPD, its officers, agents or employees.

VI.

The Rialto Unified School District shall defend, indemnify, and hold harmless, the City of San Bernardino, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injuries or damage arising out of the performance of this agreement, but only in proportion to, and the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligence or intentional acts or omissions of the Rialto Unified School District. Said sums shall include, in the event of legal action, court costs, expense of litigation and reasonable attorney's fees. The costs, salary and expenses of the City Attorney and members of his staff in enforcing this agreement on behalf of the City shall be considered as "attorney's fees" for purposes of this paragraph.

VII.

Either party to this MOU may terminate the agreement at any time or for any reason provided written notice of such intent to terminate is submitted not less than thirty (30) days prior to the effective date of termination.

VIII.

All notice as referenced herein, or as may be given by one party to the other, shall be made in writing and shall be deemed effective when deposited in the United States mail, certified with postage prepaid and addressed as herein provided.

NOTICE TO SBPD:

City of San Bernardino Police Department
Attn: Chief of Police
710 North "D" Street
San Bernardino, CA 92401

NOTICE FO RUSD:

Rialto Unified School District
Attn: District Superintendent
182 East Walnut Avenue
Rialto, CA 92376

IX

One (1) San Bernardino Police Department Officer will serve as a School Resource Officer (20 hours per week) 100% funded salary and benefits by the Rialto Unified School District. Any overtime expenditures that are directly related to Rialto High School activities will be calculated at 1.5 times the officer's hourly salary and will be paid by the Rialto Unified School District.

X.

The City of San Bernardino shall invoice (bill) the Rialto Unified School District on a quarterly basis (itemized by the month) commencing at the end of the first quarter following the effective date of this agreement.

XI.

No amendment to this agreement shall be made except by written agreement duly signed and authorized by the parties. Nothing, however, shall preclude the execution of this agreement in counterparts.

AGREED TO THIS _____ DAY OF _____, 2015

FOR THE CITY OF
SAN BERNARDINO

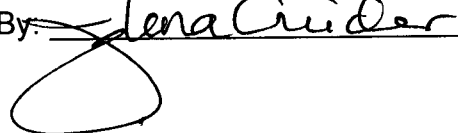
FOR THE RIALTO UNIFIED
SCHOOL DISTRICT

Allen J. Parker, City Manager

Mohammad Z. Islam
Interim Superintendent

Approved as to form:

Gary D. Saenz, City Attorney

By: 

MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT
AND THE CITY OF SAN BERNARDINO FOR A
SCHOOL RESOURCE OFFICER (SRO) AT
RIALTO HIGH SCHOOL

I.

Pursuant to discussions between the parties, the City of San Bernardino, through the San Bernardino Police Department (SBPD), shall provide a part-time, police officer as a School Resource Officer (SRO) at Rialto High School in the City of San Bernardino for five (5) months.

II.

The term of this Agreement is five (5) months commencing February 1, 2015, and ending June 30, 2015. The duration of the officer's assignment shall be five (5) months.

III.


The SRO shall at all times, be subject to the directives and supervision of the SBPD and shall be responsible for serving as a liaison between students, faculty, administration, parents and law enforcement in furtherance of good and meaningful youth, community, school, and police understanding.

IV.

The SRO shall be responsible for all law enforcement duties arising on and in the vicinity of the Rialto High School which fall within the course and scope of a police officer's duties. The officer shall be engaged in a wide variety of activities determined to meet the collective goals of the Rialto Unified School District and the San Bernardino Police Department, as well as the general community, that being, to provide a safe and healthy educational environment. Such duties/activities shall include, but shall not be limited to, assisting administrators and school staff members with discipline/criminal matters, conflict resolution, gang issues, attendance (truancy) issues, safety procedures, trespassers, parent complaints, and/or inquiries.

V.

The City of San Bernardino shall defend, indemnify, and hold harmless, the Rialto Unified School District, their respective agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for inquiries or damages arising out of the performance of this agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligent or intentional acts or omissions of the SBPD, its officers, agents or employees.



VI.

The Rialto Unified School District shall defend, indemnify, and hold harmless, the City of San Bernardino, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injuries or damage arising out of the performance of this agreement, but only in proportion to, and the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligence or intentional acts or omissions of the Rialto Unified School District. Said sums shall include, in the event of legal action, court costs, expense of litigation and reasonable attorney's fees. The costs, salary and expenses of the City Attorney and members of his staff in enforcing this agreement on behalf of the City shall be considered as "attorney's fees" for purposes of this paragraph.

VII.

Either party to this MOU may terminate the agreement at any time or for any reason provided written notice of such intent to terminate is submitted not less than thirty (30) days prior to the effective date of termination.

VIII.

All notice as referenced herein, or as may be given by one party to the other, shall be made in writing and shall be deemed effective when deposited in the United States mail, certified with postage prepaid and addressed as herein provided.

NOTICE TO SBPD:

City of San Bernardino Police Department
Attn: Chief of Police
710 North "D" Street
San Bernardino, CA 92401

NOTICE FO RUSD:

Rialto Unified School District
Attn: District Superintendent
182 East Walnut Avenue
Rialto, CA 92376

IX

One (1) San Bernardino Police Department Officer will serve as a School Resource Officer (20 hours per week) 100% funded salary and benefits by the Rialto Unified School District. Any overtime expenditures that are directly related to Rialto High School activities will be calculated at 1.5 times the officer's hourly salary and will be paid by the Rialto Unified School District.

X.

The City of San Bernardino shall invoice (bill) the Rialto Unified School District on a quarterly basis (itemized by the month) commencing at the end of the first quarter following the effective date of this agreement.


XI.

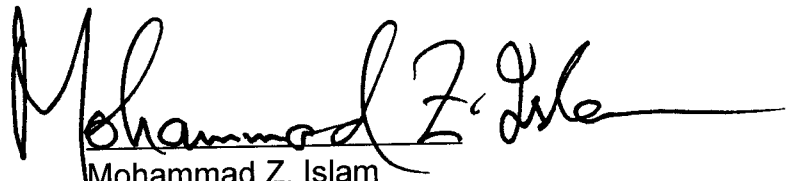
No amendment to this agreement shall be made except by written agreement duly signed and authorized by the parties. Nothing, however, shall preclude the execution of this agreement in counterparts.

AGREED TO THIS 31st DAY OF March, 2015

FOR THE CITY OF
SAN BERNARDINO

FOR THE RIALTO UNIFIED
SCHOOL DISTRICT


Allen J. Parker, City Manager


Mohammad Z. Islam
Interim Superintendent

Approved as to form:

Gary D. Saenz, City Attorney

By: 