

RESOLUTION NO. 2004-227

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.

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

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

SECTION 2. This agreement shall not take effect until fully signed and executed by all parties. The City shall not be obligated hereunder unless and until the agreement is fully executed, and no oral agreement relating thereto shall be implied or authorized.

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I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a jt. reg. meeting thereof, held on the 6th day of July, 2004, by the following vote, to wit:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
ESTRADA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
LONGVILLE	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCGINNIS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
DERRY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCCAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Sandra Medina, Deputy
City Clerk

The foregoing resolution is hereby approved this 8th day of July, 2004.

Judith Vailes
Judith Vailes, Mayor
City of San Bernardino

Approved as to
form and legal content:

JAMES F. PENMAN,
City Attorney

By: James F. Penman

MEMORANDUM OF UNDERSTANDING
RE: AGREEMENT 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 full-time, 12 month police officer (P-1) at Rialto High School as a School Resource Officer (SRO), the campus being located in the City of San Bernardino.

II.

This assignment will have a duration of three (3) school years commencing July 1, 2003.

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 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 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.

This agreement shall remain in full force and effect for a period of three (3) school years (as per paragraph II) commensurate with the balance of the matching funding to be paid by the Rialto Unified School District.

VIII.

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.

IX.

All notices as referenced herein, or as may be given by either 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 TO RUSD:

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

X.

The SRO position will be funded 50% from the City of San Bernardino and 50% from the Rialto Unified School District and shall include the employee's salary and benefit cost. Any overtime expenditures that are directly related to Rialto High School activities will be calculated at 1.5 of the officer's hourly salary and will be shared equally by both agencies. The cost of the SRO P-1 position shall include the salary calculated at step 5, including benefits. Currently, the monthly rate as reflected at that step is \$7,531.27, which includes 35.415% for the employee's benefit package. Once a year, there is a \$600.00 uniform allowance that needs to be factored in. These rates are subject to increase annually. The parties agree that any increase in the salary and benefits will be included in the rates as soon as the increase is put into effect.

XI.

The rate of pay and benefits referenced in paragraph X herein is subject to an annual increase and authorized by the parties. Nothing, however, shall preclude the execution of the agreement in counterparts.

XII.

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.

XIII.

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.

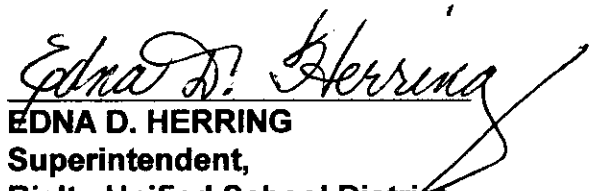
AGREED TO THIS 6th DAY OF July, 2004.

**FOR THE CITY OF
SAN BERNARDINO**



JUDITH VALLES
Mayor of San Bernardino

**FOR THE RIALTO UNIFIED
SCHOOL DISTRICT**



EDNA D. HERRING
Superintendent,
Rialto Unified School District