

RESOLUTION 97-326

RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIALTO POLICE DEPARTMENT, THE RIALTO UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN BERNARDINO POLICE DEPARTMENT.

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

SECTION 1. The Chief of Police of the City of San Bernardino is hereby authorized and directed to execute, on behalf of said City, a Memorandum of Understanding between the City of Rialto Police Department, the Rialto Unified School District and the City of San Bernardino Police Department.

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 affect 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.

SECTION 3. The authorization to execute the above referenced agreement is rescinded if the parties to the agreement fail to execute it within sixty (60) days of the passage of this resolution.

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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 joint regular meeting thereof, held on the 20th day of October, 1997 by the following vote, to wit:

<u>COUNCIL MEMBERS:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
NEGRETE	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
CURLIN	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
ARIAS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
OBERHELMAN	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
DEVLIN	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
ANDERSON	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
MILLER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>

Rachel Clark  
City Clerk

The foregoing resolution is hereby approved this 22nd day of October, 1997.

Tom Minor  
Tom Minor, Mayor  
City of San Bernardino

Approved as to form and legal content:

JAMES F. PENMAN,  
City Attorney

By: James F Penman

MEMORANDUM OF UNDERSTANDING  
THE CITY OF RIALTO POLICE DEPARTMENT  
AND  
THE RIALTO UNIFIED SCHOOL DISTRICT  
AND  
THE SAN BERNARDINO POLICE DEPARTMENT

1. PURPOSE

The San Bernardino Police Department shall enter into an agreement with the City of Rialto Police Department and the Rialto Unified School District. The San Bernardino Police Department shall staff the position of School Resource Officer with a P-1, police officer, at the campus of Rialto High School on a full-time basis, the campus being located in the City of San Bernardino. The funding will be derived from a federal grant received by the Rialto Police Department, and will have a duration of three years. The joint venture is in the best interest of both the City of San Bernardino and the Rialto Police Department, the Rialto Unified School District, and most importantly, the students of Rialto High School. The purpose of this Memorandum of Understanding is to clearly define the scope and duration of the partnership as it pertains to the staffing of a School Resource Officer at Rialto High School.

2. PROCEDURE

The San Bernardino Police Department will provide a full-time police officer position(P-1) at Rialto High School as a School Resource Officer. This officer shall, at all times be subject to the directives and supervision of the SBPD, and shall be responsible for working with students, faculty, administration, and parents, in the furtherance of good youth/community/police understanding. The officer shall be responsible for all law enforcement duties arising on the campus which fall within the scope and course of a police officer's function. The officer shall be engaged in a wide variety of activities determined to meet the collective goal of the Rialto Unified School District, the Rialto Police Department, and the San Bernardino Police Department, as well as the general community, that being to provide a safe and healthy educational environment.

3. MUTUAL INDEMNIFICATION CLAUSE

A. The SBPD shall defend, indemnify, and hold harmless the City of Rialto Police Department, 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 injuries 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.

B. The City of Rialto Police Department and the Rialto Unified School District shall defend, indemnify, and hold harmless the SBPD, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claim for injuries or damage arising out of the performance of this agreement, but only in proportion to, and to the extent of, 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 Rialto Police Department and/or the Rialto Unified School District.

4. DURATION OF AGREEMENT

This MOU shall be in effect for a period of three(3) years commensurate with the provisions of the federal grant to the City of Rialto Police Department, with the balance of the funding to be paid by the Rialto Unified School District.

5. TERMINATION

Either party to this MOU may terminate this agreement at any time and for any reason. Written Notice of Termination shall be provided not less than ten days prior to the effective date of termination and shall comply with the provisions of immediately succeeding paragraph 6.

6. NOTICES

All notices as required to be given by this MOU, or as may be given by either party to the other, shall be made in writing and shall be deemed to be effective when deposited in the United States mail, certified with postage prepaid and addressed as herein provided. Notice of Termination shall require ten(10) days advance notice as provided in the immediately preceding paragraph 5.

Notice to SBPD:

CITY OF SAN BERNARDINO POLICE DEPARTMENT  
Attention: Chief of Police  
710 North "D" Street, San Bernardino, CA 92401

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Notice to Rialto PD:

CITY OF RIALTO POLICE DEPARTMENT  
Attention: Chief of Police  
128 South Willow Street, Rialto, CA 92376

Notice to Rialto USD:

RIALTO UNIFIED SCHOOL DISTRICT  
Attention: Superintendent of Schools  
182 East Walnut, Rialto, CA 92376

7. ENTIRE AGREEMENT

- A. The position will be funded through a grant awarded to the Rialto Police Department, and funds from the Rialto Unified School District. Such funding shall include any local "matching funds" required. The cost of the P-1 position have been calculated at the "E" step. Currently, the monthly rate is \$5,811.97, which includes the 41.204% for the employees benefit package. These funds will be paid directly to the City of San Bernardino to be dispersed through the Finance Department.
- B. The rate of pay is subject to increase annually, and the parties agree that these increases will be born by the City of Rialto Police Department and the Rialto Unified School District.

8. MODIFICATION

No amendment of this MOU shall be made except by written agreement signed by duly authorized representatives of each party.

9. COUNTERPARTS

This MOU may be executed in counterparts.

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FOR CITY OF SAN BERNARDINO POLICE DEPARTMENT

DATED: October \_\_, 1997 BY: \_\_\_\_\_

Lee Dean

ITS: Chief of Police

FOR THE CITY OF RIALTO POLICE DEPARTMENT

DATED: October \_\_, 1997 BY: *L. J. Stark*

Lowell Stark

ITS: Chief of Police

FOR RIALTO UNIFIED SCHOOL DISTRICT

DATED: October \_\_, 1997 BY: *Irene M. Newton*

Irene Newton

ITS: Superintendent of Schools

FOR CITY OF SAN BERNARDINO POLICE DEPARTMENT

DATED: October 12/10/97, 1997 BY: Lee Dean  
Lee Dean  
ITS: Chief of Police

FOR THE CITY OF RIALTO POLICE DEPARTMENT

DATED: October \_\_, 1997 BY: \_\_\_\_\_  
Lowell Stark  
ITS: Chief of Police

FOR RIALTO UNIFIED SCHOOL DISTRICT

DATED: October \_\_, 1997 BY: \_\_\_\_\_  
Irene Newton  
ITS: Superintendent of Schools