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

**SECTION 2.** That the implementation date of the Memorandum of Understanding is July 1, 2009; therefore, any action taken between July 1, 2009, and the date that this Resolution is adopted is hereby ratified.

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**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.**

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a <sup>joint</sup> regular meeting thereof, held on the 6th day of July, 2009, by the following vote, to wit:

COUNCIL MEMBERS:	AYES	NAYS	ABSTAIN	ABSENT
ESTRADA	<u>X</u>	_____	_____	_____
BAXTER	<u>X</u>	_____	_____	_____
BRINKER	_____	_____	<u>X</u>	_____
SHORETT	<u>X</u>	_____	_____	_____
KELLEY	<u>X</u>	_____	_____	_____
JOHNSON	<u>X</u>	_____	_____	_____
MC CAMMACK	_____	_____	<u>X</u>	_____

Rachel G. Clark  
Rachel Clark, City Clerk

The foregoing Resolution is hereby approved this 7<sup>TH</sup> day of July, 2009.

PATRICK J. MORRIS, Mayor  
City of San Bernardino

Approved as to form:

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) as a School Resource Officer (SRO) at Rialto High School in the City of San Bernardino.

II.

The term of this Agreement is three (3) years commencing July 1, 2009, and ending on June 30, 2012. The duration of the officer's assignment shall be three years.

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.

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 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

IX.

The SRO position will be funded 50% by the City of San Bernardino and 50% by 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 times the officer's hourly salary and will be shared equally by both parties. 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 \$10,937.00, which includes 40.3% for the employee's benefit package. In addition, the parties will

equally bear the annual \$950.00 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 and will be borne equally by the parties.

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 6<sup>TH</sup> DAY OF July, 2009.

**FOR THE CITY OF  
SAN BERNARDINO**

  
CHARLES E. McNEELY  
City Manager

**FOR THE RIALTO UNIFIED  
SCHOOL DISTRICT**

  
HAROLD L. CEBRUN, SR.  
Superintendent

Approved as to form:

James F. Penman, City Attorney

By: 