



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: Mario Krstic, Chief of Police *JK*

DATE: August 22, 2016

SUBJECT: Resolution No. 2016-036: Public Hearing to request public input on proposed use of Supplemental Law Enforcement Services Funds (SLESF) and Consideration of Spending Plan Resolution

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. Conduct a Public Hearing and take any public testimony, and
2. Approve and Adopt draft Resolution No. 2016-036 Authorizing and establishing a spending plan for 2016 Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Funds (SLESF).

BACKGROUND:

In the State's 2016 budget the Supplemental Law Enforcement Services Funds allocated to the City of Farmersville will remain at a minimum of \$100,000 per year. State law requires local agencies to hold a public hearing and receive public input on the proposed use of the Supplemental Law Enforcement Funds.

The Farmersville Police Department has utilized these funds for the filling of a police officer position and the purchase of related law enforcement equipment for the past several years

DISCUSSION:

Staff feels that the YSO position has been of mutual benefit to both the FUSD and FPD as well as the community. Having only a single YSO position causes it to get stretched thin covering six school sites and maintaining the second position assigned to the district will further enhance safety and security on our campuses as well as continued opportunities for the officers to become more involved with students, faculty and parents. Staff views this potential addition as a win-win for all involved.

COORDINATION & REVIEW:

This is a currently budgeted item for the Farmersville Police Department. Staff has reviewed the financial aspects of the allocation with the Finance Department as well as the City Manager's office.

FISCAL IMPACT:

This is currently budgeted for the Farmersville Police Department for the 2016/2017 fiscal year.

ALTERNATIVES:

This funding is an allocation as opposed to a grant. It is not competitive and the amount is fixed. This funding has been used to keep a police officer position filled and shifting the use of these funds would take funding away from that purpose potentially resulting in the loss of a much needed position. Staff sees no viable alternative to this spending plan.

CONCLUSION:

It is respectfully recommended that the City Council:

1. Conduct a Public Hearing and take any public testimony, and
2. Approve and Adopt draft Resolution No. 2016-036 Authorizing and establishing a spending plan for 2016 Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Funds (SLESF).

ATTACHMENT(S): 2

- 1) Draft Resolution 2016-036
- 2) YSO Draft agreement with the FUSD

Respectfully Recommended:



Mario Krstic,
Chief of Police

Approved By:



John Jansons
City Manager

CITY OF FARMERSVILLE

DRAFT RESOLUTION NO. 2016-036

RESOLUTION OF THE FARMERSVILLE CITY COUNCIL ESTABLISHING A SPENDING PLAN FOR THE 2016 CITIZENS OPTION FOR PUBLIC SAFETY (COPS) SUPPLIMENTAL LAW ENFORCEMENT FUND (SLESF)

WHEREAS, The City of Farmersville is eligible to receive Supplemental Law Enforcement Services Funds pursuant to The State of California's Citizens Option for Public Safety funds in the minimum amount of \$100,000; and

WHEREAS, the City Council held a duly noticed public hearing on August 22, 2016 requesting public input on the proposed use of the SLESF funds; and

WHEREAS, The City Council finds it to be in the public interest to continue using these funds in the spirit intended by the State Legislature,

NOW, THEREFORE, BE IT RESOLVED BY THE FARMERSVILLE CITY COUNCIL that the following spending plan will be utilized for these funds:

1. Accept the State grant and continue funding one Police Officer position in fiscal year 2016/2017 and for the purchase of related law enforcement equipment.

UPON A MOTION BY COUNCILMEMBER _____ WITH A SECOND BY COUNCILMEMBER _____ APPROVED AND AND ADOPTED THIS 22th DAY OF AUGUST 2016 BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

BY:

**GREGORIO GOMEZ, MAYOR
CITY OF FARMERSVILLE**

ATTEST:

PAUL BOYER, City Clerk Pro Tempore

**AGREEMENT FOR YOUTH SERVICES OFFICER
BETWEEN FARMERSVILLE UNIFIED SCHOOL DISTRICT
AND CITY OF FARMERSVILLE**

THIS AGREEMENT, is entered into as of July 1, 2016, between the CITY OF FARMERSVILLE, on behalf of the Farmersville Police Department, referred to as the CITY, and FARMERSVILLE UNIFIED SCHOOL DISTRICT, referred to as the SCHOOL DISTRICT, with reference to the following:

- A. The Parties mutually desire to maintain a Police Department Youth Services Officer (YSO), on the SCHOOL DISTRICT's campuses throughout fiscal years 2016-2017, 2017-2018, 2018-2019, for the purpose of providing police presence and services, providing support and direction to the youth and staff of the District, and providing criminal/juvenile investigative services.
- B. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the SCHOOL DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- C. The parties are willing to enter into this Agreement upon the terms and conditions set forth;

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement shall become effective July 1, 2016, and shall terminate on June 30, 2019, unless otherwise terminated as provided in the Agreement.
- 2. **SERVICES:** The CITY shall provide to the SCHOOL DISTRICT:
 - A. One YSO, assigned to the SCHOOL DISTRICT.
 - B. The YSO shall perform those specific services more particularly described in Exhibit A, which exhibit is made part of this Agreement by reference.
 - C. The YSO will be scheduled to be at the school of their respective assignment during the hours and times mutually agreed upon by the District and the City. Those times are usually during the school day, before school, during the lunch break and immediately after the school day come to an end.
 - D. Regarding time away from work for vacations, training or other time off from campus, reasonable efforts will be made by the management of the

City's Farmersville Police Department to schedule the YSO's time off at a time which least interrupts the day-to-day operations of the assigned campus.

- E. The YSO is a Peace Officer as defined in the California Penal Code and are employed by the City of Farmersville Police Department, answerable directly and solely to the Chief of Police or the Chief's designee and as such are supervised by Department management and his/her assigned first line supervisor.
- F. All persons providing the services to the SCHOOL DISTRICT provided for herein, shall be employees of the CITY and shall at all times be subject to the direct supervision and control of the Farmersville Police Department. The CITY shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, federal Social Security taxes, and federal and California unemployment taxes), workers compensation insurance and all expenses related to each employee of the CITY.

3. RESPONSIBILITIES OF THE DISTRICT: The District agrees to provide the following:

- A. One parking stall in the parking lot for the Farmersville High School, Farmersville Junior High School, and Deep Creek Academy to be marked "Farmersville Police Department Vehicles Only."
- B. The SCHOOL DISTRICT shall maintain adequate office space on-site, along with a desk, telephone, school site radio, office supplies and a computer to access CITY and SCHOOL DISTRICT e-mail.
- C. The SCHOOL DISTRICT will designate a site administrator as the liaison to the YSO and provide a system of accountability conducive to the normal operations of both the City and the SCHOOL DISTRICT.
- D. In order to maintain the success of the program, the SCHOOL DISTRICT shall provide timely feedback to the supervising Chief of Police and designated SCHOOL DISTRICT Manager in those incidences where the SCHOOL DISTRICT may have concerns related to the performance of the assigned YSO, or questions related to the content of this agreement.

4. FINANCIAL OBLIGATIONS:

- A. The parties to this Agreement agree to the following financial obligations:

- 1) The District and the City hereby agree to share in the costs, salaries, benefits, vehicle maintenance and estimated overtime of one (1) YSOs (at the same pay level of a City Police Officer) each.
 - i. The City will fund one-twelfth (1/12) of the cost associated with one (1) YSO position, including salaries and benefits. Additionally, the City will fund one-hundred percent (100%) of all other costs associated with one (1) YSO position, including, but not limited to, training and equipment.
 - ii. The District will fund a flat rate of \$75,000 which is approximately eleven-twelfths- (11/12) of the cost associated with the one (1) YSO position, including salaries and benefits.
 - B. District costs for 2017-2018 and 2018-2019 shall be adjusted/increased by a 3-year moving average of the U.S. All Cities CPI, Mar to Mar Index, as published by the U.S., Bureau of Labor Statistics, and such costs shall also be increased based upon the final labor agreement reached between City and Peace Officers' bargaining unit.
 - C. The City of Farmersville will provide the District with an invoice at the end of each quarter for the costs noted above as they apply to that quarter. The District shall pay that invoice within 30 days to the City of Farmersville.
 - D. City will assume responsibility for all Program costs above District costs.
5. **INDEMNITY:** The SCHOOL DISTRICT and the CITY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY or SCHOOL DISTRICT, that the CITY or SCHOOL DISTRICT shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least Sixty (60) days prior written notice of such termination.
7. **EMPLOYEE STATUS:** It is mutually understood and agreed that the YSO at all times while carrying out this Agreement shall be acting as CITY employee(s) and shall have the status of independent contractor(s) as to the SCHOOL DISTRICT. The CITY shall retain the right to control and direct the services of the YSO assigned pursuant to this

Agreement, and shall retain the usual management rights, powers and authority of an employer over such employee.

8. **NOTICE:** Except as may otherwise be required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

John Jansons
City Manager
City of Farmersville
909 W. Visalia Rd.
Farmersville, CA 93223
Fax No: (559) 747-6724
Confirming No: (559) 747-0458

SCHOOL DISTRICT:

Superintendent
Farmersville Unified School District
571 East Citrus
Farmersville, CA 93223
Fax No.: (559) 592-2203
Confirming No.: (559) 592-2010

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

9. **ASSIGNMENT:** No part of this Agreement may be assigned by either party without the prior written consent of the other party.

10. TERMINATION:

- A. Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Upon receipt of a notice of termination or cancellation, either party shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- B. With Cause: This Agreement may be terminated by either party should the other party:
- i. be adjudged a bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or
 - iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - v. materially breach this Agreement.

For any of the occurrences except item (v.), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- C. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.
- D. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SCHOOL DISTRICT for which CITY's services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the CITY and the SCHOOL DISTRICT as to its subject matter and

no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

12. **HEADING:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the heading.
13. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
14. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
15. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
16. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party.
17. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonable required to affect the purposes of this Agreement.
18. **ENTIRE AGREEMENT REPRESENTATED:** This Agreement represents the entire agreement between the CITY and the SCHOOL DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF FARMERSVILLE

Date: _____

By _____

Title _____

“CITY”

FARMERSVILLE UNIFIED SCHOOL DISTRICT

Date: _____

By _____

Title _____

“School District”

EXHIBIT A

SCOPE OF SERVICES OF YOUTH SERVICES OFFICER

1. The YSO shall provide the following to the campus of his/her respective assignment as well as any campus/facility deemed necessary by the Chief of Police:
 - A. The primary YSO attire will be the police service uniform, with the only exception to this dress code being authorized by the Chief of Police or other designee of the Chief of Police.
 - B. City vehicles utilized by the YSO will be a marked police vehicle, provided by the City.
 - C. The YSO will work on his/her assigned campus at his/her primary workstation throughout the school year in a collaborative manner with the site administrators and staff maintaining the highest level of visibility possible.
 - D. The YSO may be called to duty off-campus only in the event that the Governor of the State of California, the President of the United States or the Chief of Police declares a serious emergency situation and no other resources are available or have been expended. Declare a state of emergency. Other short term absences from the assigned campus by the YSO may occur for administrative, training or other reasons as deemed desirable by the CITY, but only upon prior notice to the SCHOOL DISTRICT's Superintendent or designee.
 - E. The YSO will develop and maintain open communication and accountability with the administration of their assigned campus, and foster and maintain that accountability with the management of the school so the District is always aware of the YSO's status on/off campus.
 - F. The YSO will make a positive effort to interact with students as a representative of the Farmersville Police Department and act as an adult role model outside the classroom, on the playground, or during any school activity.
 - G. The YSO will utilize intervention, prevention or suppression skills with the students who are involved in criminal activity or are in need of special attention, counseling or enforcement.
 - H. The YSO will conduct investigations of criminal/juvenile related cases, where either the victim, witness or suspect attends the school of the YSO's assignment, whether the case is an on-site case or case which was assigned as a follow-up investigation.
 - I. The YSO will work with the SCHOOL DISTRICT to see that all critical information, involving criminal activity, shall be filtered to the schools.

- J. The YSO shall make every effort to see that school employees understand the instructional, investigative, or enforcement role of the YSO and how to best utilize the services provided by the CITY's Police Department.
- K. The YSO will provide bomb investigation and evacuation training to school site and appropriate district personnel.