



City Council Staff Report

DATE: September 2, 2015 CONSENT AGENDA

SUBJECT: AGREEMENT WITH PALM SPRINGS UNIFIED SCHOOL DISTRICT TO PROVIDE A FULL TIME POLICE OFFICER AT THE PALM SPRINGS HIGH SCHOOL CAMPUS

FROM: David H. Ready, City Manager

BY: Police Department

SUMMARY

The City Council will again enter into an agreement with the Palm Springs Unified School district to provide a full-time police officer at the Palm Springs High School campus. The Palm Springs Unified School District will reimburse to the City the full portion of the officer's salary. The term of this agreement will be for the 2015/2016 school year.

RECOMMENDATION:

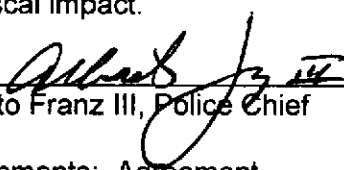
1. Approve an agreement with the Palm Springs Unified School District to provide a full time police officer at the high school campus including the Ramon Academy, for one year expiring at the end of school year.
2. Authorize the City Manager to execute all necessary documents.

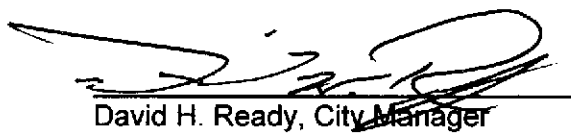
STAFF ANALYSIS:

For the past 33 years the City of Palm Springs has entered into an agreement with the Palm Springs Unified School District to provide a full time police officer to the Palm Springs High School campus. The Palm Springs Unified School District pays the salary and benefits of the officer while school is in session.

FISCAL IMPACT:

No fiscal impact.


Alberto Franz III, Police Chief


David H. Ready, City Manager

Attachments: Agreement

PALM SPRINGS UNIFIED SCHOOL DISTRICT
PALM SPRINGS HIGH SCHOOL
No. C0002631

WHEREAS, the Palm Springs Unified School District, (hereinafter referred to as District), pursuant to the provisions of the California Education Code, Section 12400, desires to continue to cooperate with the City of Palm Springs, (hereinafter referred to as City), and to continue its Agreement with the City in order to ensure the greater safety of students, the staff and the public at the Palm Springs High School and Desert Learning Academy (formerly known as Ramon Academy Center), and to improve and strengthen law enforcement on or about the campus;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The City shall provide to the District during the days school is in session one trained police officer on a full-time basis with the equipment normally provided for the officer's use by the Police Department of the City for assignment to the District for the purpose of improving and strengthening law enforcement, particularly at Palm Springs High School and the Desert Learning Academy inculcating in the young an affection, respect, and understanding of the role of law enforcement in society.
2. The police officer shall work under the direction of the Palm Springs High School principal under all normal circumstances for the purpose of enforcing school regulations and protecting school property and persons thereon. The officer shall be on campus eight hours per day, including the officer's lunchtime, and will be subject to call, if necessary, during lunch.
3. The police officer shall be expected to maintain radio contact with the high school administration at all time. In the event the officer shall find it necessary to leave the campus, the principal shall be notified in advance of the expected absence and the Police Watch Commander shall be notified. In such a circumstance, a patrol car shall be available for immediate response to a school emergency.
4. The District shall pay to the City for all services rendered under this agreement, the sum of \$141,888.30 with payments to be made upon billing by the City, calculated at the total rate of \$14,188.83 per month for 10 months, to be billed twice per year.
5. Neither District nor any officer or employee of District shall be responsible for any damage or liability occurring by reason of any act or omission on the part of the City under or in connection with any work, authority, or jurisdiction delegated to the City under this Agreement. It is further understood and agreed that pursuant to Government Code 895.4, City shall fully indemnify, defend, and hold District harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring by reason of any act or omission on the part of City under or in

connection with any work, authority, or jurisdiction delegated to City under this Agreement.

- 6. Neither the City nor any officer or employee of the City shall be responsible for any damage or liability occurring by reason of any act or omission on the part of the District under or in connection with any work, authority, or jurisdiction delegated to the District under this Agreement. It is further understood and agreed that pursuant to Government Code 895.4, the District shall fully indemnify, defend, and hold the City harmless from any liability imposed for injury (as defined by Government Code 895.4, the District shall fully indemnify, defend, and hold the City harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring by reason of any act or omission on the part of the District under or in connection with any work, authority, or jurisdiction delegated to the District under this Agreement.

The term of this Agreement will be for the 2015/2016 school year. However, the Agreement may be amended at any time by the mutual consent of the parties hereto and may be terminated by either party upon 30 days written notice to the other of its intention to do so. In the event this Agreement is terminated, the cost shall be prorated on the basis of one-tenth per month of the actual services performed hereunder.

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: *Brian J. Murray*
Brian J. Murray, Ed.D.
Assistant Superintendent, Business Services

Date: 7/29/15

"District"

ATTEST: CITY OF PALM SPRINGS, a Municipal Corporation

By: _____
(City Manager)

"City"

APPROVAL AS TO FORM AND CONTENT:

CITY OF PALM SPRINGS, a Municipal Corporation

By: *D. Goodman*
(City Attorney)

DATE: 08-06-2015

City of Palm Springs – Police Officer
C0002631