

RESOLUTION NO. 09-55

A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORANDUM OF AGREEMENTS WITH SIERRA SANDS UNIFIED SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES (CHAMPS and School Resource Officer Programs)

WHEREAS, the Sierra Sands Unified School District (SSUSD) and the City of Ridgecrest have agreed to enter into Memorandum of Agreements for the police department to continue teaching the CHAMPS Program (Choosing Healthy Alternatives and Methods Promoting Success) and providing School Resource Officer services in the school district, and;

WHEREAS, the CHAMPS Program is an innovative program that focuses on teaching students about drug and violence prevention and assists our other School Resource Officer in their spare time at the middle and high schools (, and;

WHEREAS, the School Resource Officer Program provides law enforcement services to the district helping ensure there is a safe learning environment at the middle and high schools for the students, faculty and staff, and;

WHEREAS, it is beneficial to both the City and the school district that these programs continue to function, and;

WHEREAS, SSUSD agrees to reimburse the City a set amount of \$50,000 per school year for the CHAMPS Program, and;

WHEREAS, SSUSD agrees to reimburse the City 50% of actual costs of the School Resource Officer Program (an estimated \$67,000).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest authorizes the City Manager, or his designee, to enter into agreements (Exhibits A and B) with the Sierra Sands Unified School District to provide law enforcement services (CHAMPS and School Resource Officer Programs).

APPROVED AND ADOPTED this 5th day of September, 2009, by the following vote.

AYES: Mayor Morgan, Council Members Carter, Wiknich, Holloway, and Taylor

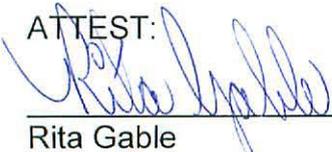
NOES: None

ABSTAIN: None

ABSENT: None



Steven P. Morgan, Mayor

ATTEST:


Rita Gable
City Clerk

Reso 09-88

Officer on Campus

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter, referred to as "CITY" and the Sierra Sands Unified School District a public entity, hereinafter referred to as "DISTRICT".

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 396780(b) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

WHEREAS, CITY through the Ridgecrest Police Department, hereinafter referred to as "RPD", is willing to provide the service of a sworn peace officer.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of a sworn peace officer to serve the DISTRICT at secondary schools within the city limits, specifically Monroe Middle School, Mesquite High School and Burroughs High School.
2. CITY shall supervise the officer through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officer and to interface with such officer in accordance with a joint operating protocol developed between RPD and DISTRICT.
4. At all times during the term of this AGREEMENT, the officer shall be an employee of the CITY, under supervision and control of CITY; and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officer.
5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officer. For purpose of this AGREEMENT, actual cost shall be defined as Officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, overtime.
6. DISTRICT shall, at its expense, provide CITY with a vehicle suitable for performing the duties of the officer equal to that provided to other officers. In the event that this AGREEMENT is terminated, CITY shall reimburse DISTRICT on a pro rata basis, based on a five-year vehicle life expectancy.

7. **THIS AGREEMENT shall be effective September 1, 2009, and remain in full force and effect, according to the terms of the original AGREEMENT, for a 12-month period ending August 31, 2010. Either party may terminate this AGREEMENT prior to August 31, 2010, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:**

**City Administrator
City of Ridgecrest
100 E. California Avenue, Ridgecrest, CA 93555**

Notice to DISTRICT shall be in writing, and mailed or delivered to:

**Superintendent
Sierra Sands Unified School District
113 Felspar
Ridgecrest, CA 93555**

8. **Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.**
9. **In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.**

10. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST:



Steve Morgan, Mayor

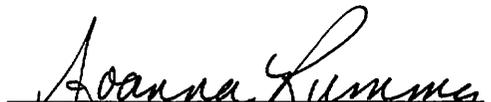


Michael Avery, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT:



Michael Scott, Board President



Joanna Rummer, Superintendent

Reso 09-55

CLAMP

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WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 396780(b) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

WHEREAS, CITY through the Ridgecrest Police Department hereinafter referred to as "RPD", is willing to provide the service of a sworn peace officer.

NOW, THEREFORE, the parties hereto agree as follows:

1. Contractor shall provide the following professional services and some materials: Officer in the classroom to present substance abuse and violence education to 5th grade students at the following elementary schools: Inyokern, Faller, Gateway, Las Flores, Pierce, Richmond and the middle schools, Murray and James Monroe.
2. CITY agrees to provide the services of a sworn peace officer to serve the DISTRICT at secondary schools within the city limits, specifically Monroe Middle School, Mesquite High School and Burroughs High School.
3. CITY shall supervise the officer through the command structure of the RPD.
4. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officer and to interface with such officer in accordance with a joint operating protocol developed between RPD and DISTRICT.
5. At all times during the term of this AGREEMENT, the officer shall be an employee of the CITY, under supervision and control of CITY; and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officer.
6. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY the sum of \$50,000.
7. THIS AGREEMENT shall be effective September 1, 2009, and remain in full force and effect, according to the terms of the original AGREEMENT, for a 12-month period ending August 30, 2010. Either party may terminate this AGREEMENT prior to August 30, 2010, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

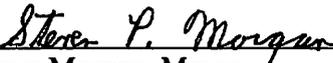
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City of Ridgecrest
100 E. California Avenue
Ridgecrest, CA 93555

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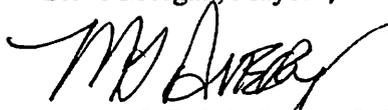
Superintendent
Sierra Sands Unified School District
113 W. Felspar Avenue
Ridgecrest, CA 93555

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FOR THE CITY OF RIDGECREST



Steve Morgan, Mayor



Michael Avery, City Manager

City of Ridgecrest
City Administrator
100 West California Avenue
Ridgecrest, CA 93555

Employer Identification Number: 95-2280930

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT



Michael Scott, Board President



Joanna Rummer, Superintendent

Budget Code:
\$20,000
01-3710-0-5800.00-1110-1000-709-00-000-0000
\$30,000
01-0000-0-5800.00-1110-1000-709-00-000-0000
Requisition Number: 79025