

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 26th day of February, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Fresno Unified School District (hereinafter referred to as "DISTRICT").

### **RECITALS**

CITY and DISTRICT entered into an Agreement, dated July 1, 2012, for school resource officer (SRO) services at nine high school campuses;

DISTRICT desires to contribute monies to CITY to off-set 75% of CITY'S operational costs, thereby assisting FPD to continue its practice of assigning SROs to DISTRICT'S schools to enhance student safety;

CITY is willing to provide two SROs to perform regular duty law enforcement services at DISTRICT'S middle schools, subject to availability of such officers; and

CITY and DISTRICT desire to modify the scope of work and budget, therein, by requiring two additional officers at DISTRICT'S middle schools to perform regular duty law enforcement services through June 30, 2015.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. The CITY shall provide two additional SROs as described in **Exhibit "A"**, the "Position Description" for SROs, attached hereto and incorporated herein by reference.
2. The DISTRICT'S compensation for this service, rendered pursuant to this Amendment, shall be \$189,033 as described in **Exhibit "B."**
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibits. Furthermore, any terms or conditions contained within any Exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 1, 2012, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Jerry Dyer, Chief of Police  
Fresno Police Department

By: \_\_\_\_\_  
Ruth F. Quinto,  
Associate Superintendent/CFO  
Fresno Unified School District

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Andrew Delatorre,  
Director of Risk Management

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Amanda Freeman Date  
Deputy City Attorney

Addresses:

CITY:  
Fresno Police Department  
Attention: Support Division  
Support Division  
2323 Mariposa Mall  
Fresno, CA 93721

DISTRICT:  
Fresno Unified School District  
Attention: Michael Hanson,  
Superintendent  
2309 Tulare  
Fresno, CA 93721

Attachments:  
Exhibit A – Position Description  
Exhibit B – Cost Breakdown for Police Services

## **Exhibit A**

### **Position Description School Resource Officer School Year 2015-2015**

The Fresno Police Department School Resource Officers (SROs) work under the direct supervision of the Fresno Police Department (FPD).

The basic duties of the SROs are to operate as Peace Officers to assist site staff with crime and safety issues. Guidelines for SRO duties are as follows:

- Be a visible, active, and high profile police officer on a school campus. SROs are on campus to provide a presence to promote safety and positive relationships. The presence of a uniformed officer on campus gives the environment a feeling of safety and security.
- Provide a link between the school community and the FPD. Get to know the students and teachers. Interaction with staff and students is a high priority. If asked, help the teachers with material to help explain your job and the criminal justice system.
- Children need good role models. As an officer, this should be one of your goals. Help break down barriers between the police and the students.
- Walk the halls and common areas of the campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. If it is a police matter, it should be referred to police supervision. A matter more closely aligned with school district issues should be referred to school administrative staff.
- Investigate crime and make safety recommendations to site staff. Work with the principal toward making the school safer for both yourself and the people on campus. Fit your activities into the goals of the site administration. Commitment to the goal of safe schools and good law enforcement should be your mission.

## Exhibit B

### Cost Breakdown of Police Services to the Fresno Unified School District (Effective January 1, 2015 – June 30, 2015)

#### FY 15 Officer Costs

Last Name	First Name	Rank	Annual Salary/Fringe*	% Allocated to FUSD	Annualized Straight Time Cost to FUSD	Optional OT Rate**
		Officer	\$121,578	75%	\$ 91,183.51	\$ 56.86
		Officer	\$121,578	75%	\$ 91,183.51	\$ 56.86
Total					\$ 182,367	

The above schedule provides the total salary and fringe for each School Resource Officer assigned to the Fresno Unified School District Middle Schools for Fiscal Year 2015. The amount to be paid by FUSD is based on the percentage of salary and fringe stated for each officer, and the annualized straight time costs will be a total of \$182,367.

Also noted is an optional overtime rate for each officer. The total overtime charges to FUSD will be based on the actual number of hours each officer is utilized.

Additionally, School Resource Officer vehicle operations and maintenance shall be paid as noted below:  
Operations and Maintenance for 2 vehicles @ 33.333% of \$10,000 per year.      \$ 6,666.00 total

Total Salary Costs for Period	\$182,367.00
Total Vehicle Costs for Period	<u>\$ 6,666.00</u>

Total Cost for Fresno Unified School District	<b><u>\$189,033***</u></b>
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*\*Includes salary and all applicable benefits (including, without limitation, Medicare, health and welfare, uniform, pension, workers compensation premium and POST Certificate Premium Pay that are actually provided during the respective year of this Agreement)*

*\*\* Includes salary and Medicare*

*\*\*\* The respective officer costs shall be determined by the Fresno Police Department and shall be based upon the straight-time hourly wage rate, overtime hourly rate and vehicle operations and maintenance cost in effect July 1 for the respective year. The Fresno Police Department will notify Fresno Unified School District, in writing, of its determination by May 31<sup>st</sup> before the respective year.*