

BLYTHE CITY COUNCIL

SPECIAL MEETING



AGENDA

AUGUST 23, 2022

2:30 P.M.

Dale S. Reynolds, Mayor
Joseph DeConinck, Vice Mayor
Johnny Z. Rodriguez, Council Member
Joseph Halby, III, Council Member
Sam Burton, Council Member
Mallory Crecelius, Interim City Manager/City Clerk
Brittany Roberto, City Attorney

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CA



**Blythe City Council
Special Meeting
August 23, 2022
2:30pm**

CALL TO ORDER

ROLL CALL

Mayor Reynolds
Vice Mayor DeConinck
Councilman Rodriguez
Councilman Halby
Councilman Burton

Interim City Manager/City Clerk Crecelius
City Attorney Roberto
City Treasurer/Finance Director Elms
Chief Building Official Brown
Fire Chief Hasler

Police Chief Dale

PLEDGE OF ALLEGIANCE

INVOCATION

CONSENT CALENDAR- (Item 1)

All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

1. Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, August 19, 2022.

NEW BUSINESS: (Item 2)

2. Law Enforcement Services Agreement between City and PVUSD.

Recommendation: Authorize the Interim City Manager to execute a Memorandum of Understanding for law enforcement services with PVUSD and approve the addition of one full time police officer position within the FY 2022/23 budget.

ORAL REPORTS (Council may ask a question for clarification, make a brief announcement, make a brief report on his/her own activities, request staff to report back at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.)

PUBLIC COMMENT Public comments will be allowed on matters not appearing on the agenda, but within Council/Blythe Successor Agency jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

ADJOURNMENT The next meeting will be held on September 27, 2022 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact ADA Coordinator Mallory Crecelius at (760) 922-6161 EXT. 1237 or by email at msutterfield@cityofblythe.ca.gov. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).



**CONSENT
CALENDAR**



NEW BUSINESS



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: August 23, 2022

SUBJECT: Law Enforcement Services Agreement between the City and Palo Verde Unified School District.

PRESENTED BY: Garth V. Dale, Chief of Police

PREPARED BY: Garth V. Dale, Chief of Police

RECOMMENDATION: Staff recommends the City Council authorize the Interim City Manager to execute a memorandum of understanding (MOU) for law enforcement services with PVUSD and approve the addition of one full time police officer position.

FISCAL IMPACT: Approximately \$6,000. Palo Verde Unified School District will reimburse the city up to \$185,000 per year for salary, benefits, overtime, equipment, and to offset the cost of a vehicle for the police officer assigned to PVUSD program. Based on the fully burdened hourly rate of \$92.00 per hour for a police officer, set by the City of Blythe's 2019 User Fee study, adjusted annually by CPI, the total cost for an officer for 40 hours per week is \$191,000 per year. The fully burdened hourly rate includes administrative overhead as well as salary and benefits for the officer.

BACKGROUND: Over the last several years, critical incidents on school campuses across the nation have increased in frequency and severity. Most recently, the tragedy at Robb Elementary in Uvalde, Texas, has prompted school districts and local law enforcement to reevaluate how resources are spent on safety and security for students and staff at school sites. Putting officers on campuses as School Resource Officers (SROs) has been the answer in the past, however, SRO programs often focus on mentorship, coaching and building positive relationships with students. This is only part of the solution. A patrol officer, properly trained in active shooter tactics, critical incident response planning and prevention, threat assessment and target hardening fills a void that a busy local law enforcement agency cannot do without additional personnel, training, and equipment.

STAFF REPORT: Over the last six months, the Blythe Police Administration has been in discussion with the PVUSD Superintendent's office to develop a new model of interagency collaboration between law enforcement and the school district. On August 16th, 2022, The PVUSD Board approved this MOU and are committed to this program. The MOU has a term of two years, through August 2024. Either party may terminate the Agreement at any time by giving a written notice at least 90 days prior to the effective date of termination. The Agreement has been reviewed and approved by the City Attorney.

This model will not replace but will augment the current Riverside County Sheriff's Department Deputy assigned to the local high school as an SRO. A uniformed Blythe Police Officer will be assigned to day shift during school hours and will patrol all schools in the PVUSD.

Duties of the officer assigned will include responding to all safety and security incidences that

require law enforcement action and provide backup assistance to SROs at the high Schools. Officers will closely patrol campuses, conduct threat assessments, make recommendations for target hardening, prepare response plans, maintain keys, codes, and information to gain immediate entry into all schools. The assigned officer will develop contacts within every school administration and direct staff in the event of an emergency. The assigned officer will have specialized tactical equipment available while on duty. In the event of a law enforcement emergency, the assigned officer will be responsible for establishing an incident command post, assessing the incident, and forming an immediate response to active or potential threat to the safety of staff and students.

The assigned officer will attend active shooter classes, tactical planning courses and other emergency response classes as deemed appropriate by BPD or requested by the district.

One additional police officer position will be added to the funded position listing in the FY 2022/23 budget. This additional position will backfill the officer assigned to the PVUSD so there will be no impact on current police staffing levels or our service to the community. Should funding for the PVUSD officer cease, the employee would be removed from this special assignment. The extra position would be eliminated, hopefully through attrition.

ATTACHMENTS:

1. Palo Verde Unified School District MOU with The City of Blythe

LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE PALO VERDE UNIFIED SCHOOL DISTRICT AND
THE CITY OF BLYTHE
FOR THE PROVISION OF A PVUSD CRITICAL INCIDENT PREVENTION &
RESPONSE TEAM OFFICER

THIS LAW ENFORCEMENT SERVICES AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BLYTHE, hereinafter "CITY OF BLYTHE", a California municipal corporation, and the PALO VERDE UNIFIED SCHOOL DISTRICT, a California public school district, located in Riverside County, in the City of Blythe, hereinafter "DISTRICT", sometimes collectively referred to as the "parties" and individually as a "party".

WHEREAS, CITY OF BLYTHE and DISTRICT have identified a need to provide additional law enforcement presence, services, and prevention among DISTRICT's school sites; and

WHEREAS, CITY OF BLYTHE and DISTRICT share common goals that include providing support for the education process by implementing a school community policing approach within DISTRICT's jurisdiction that addresses school crime, safety, security, violence suppression, response preparation and planning for active shooter prevention; and

WHEREAS, CITY OF BLYTHE and DISTRICT desire to work cooperatively in the school community policing approach by entering into this Agreement to place Blythe Police Officer(s) as School District Critical Incident Prevention and Response Team Officer(s), hereinafter referred to as CIPRTO(s) on the DISTRICT campuses as needed to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection; and

WHEREAS, DISTRICT acknowledges that CITY OF BLYTHE is hiring an officer to serve as the CIPRTO.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM. This Agreement shall be effective from August 17, 2022 through August 16, 2024 ("Initial Term"), unless sooner terminated as provided in Paragraph 8. This Agreement may be extended beyond the Initial Term upon mutual written agreement of CITY OF BLYTHE and DISTRICT. If DISTRICT does not intend to extend the term of this Agreement beyond the Initial Term, DISTRICT shall notify CITY OF BLYTHE in writing of such intent not to extend at least six (6) months prior to expiration of the Initial Term.

2. SCOPE OF SERVICES.

A. CITY OF BLYTHE agrees to provide one (1) CIPRTO, who will be assigned to all DISTRICT campuses as a patrol officer and provide backup assistance to the School Resource Officer (SRO) at Palo Verde High School and to respond to schools within the DISTRICT for law enforcement matters occurring on school grounds during school hours. The duties of the CIPRTO shall include patrol of school campuses, investigation of crimes, and maintenance of order on campuses, respond to safety and security needs, prepare response plans, conduct threat assessments, conduct active shooter deterrent planning and serve as the primary

officer for law enforcement services at elementary sites in the DISTRICT. The CIPRTO will be responsible for establishing an incident command post during a law enforcement emergency and form an immediate response to an active or potential threat to the safety of staff and students. The CIPRTO will maintain essential information to gain immediate access to school entry and maintain appropriate contacts for DISTRICT and law enforcement coordination. The CIPRTO will conduct training drills with first responders and attend active shooter classes, tactical planning and other emergency response classes as deemed appropriate by CITY OF BLYTHE and DISTRICT. It is understood that the CIPRTO will be assigned to the DISTRICT on a full-time basis throughout the calendar year. CITY OF BLYTHE and DISTRICT will agree upon a schedule of services for the CIPRTO.

B. DISTRICT agrees to comply with all reasonable requests of CITY OF BLYTHE necessary to the performance of the CIPRTO's duties under this Agreement. DISTRICT agrees to furnish office space for use by the CIPRTO while performing the above-described services.

3. MODIFICATION OF SERVICES. No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written agreement of both parties, which shall be memorialized in an amendment to this Agreement.

4. COMPENSATION. DISTRICT shall pay CITY OF BLYTHE at a rate of \$92.00 per hour as full reimbursement for rendering services pursuant to this Agreement. DISTRICT acknowledges that such rate is CITY OF BLYTHE's Fully Burdened Hourly Rate for a Police Officer, inclusive of salary, benefits, a patrol vehicle and mileage and overhead costs, as determined by CITY OF BLYTHE's 2019 User Fee Study, adjusted annually for changes in the Consumer Price Index (CPI). DISTRICT agrees that CITY OF BLYTHE may increase the hourly rate set forth herein on July 1 of each year based upon an increase to the CPI for all Urban Consumers for the Riverside-San Bernardino-Ontario area. Unless otherwise agreed to by CITY and DISTRICT, total cost to DISTRICT under this Agreement will not exceed \$185,000 annually. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of an invoice submitted by CITY OF BLYTHE. DISTRICT will pay each invoice within thirty (30) days of receipt. DISTRICT will notify CITY OF BLYTHE prior to February of each year of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME. The CIPRTO's vacation time shall not conflict with the schedule of services mutually developed by DISTRICT and CITY OF BLYTHE. Because DISTRICT and CITY OF BLYTHE holidays may not correspond, holiday time will be taken by the CIPRTO in accordance with DISTRICT holidays during the term of this Agreement. The excess days shall be taken with reasonable notice to DISTRICT but shall not conflict with the schedule of services mutually developed by DISTRICT and CITY OF BLYTHE.

6. ADMINISTRATION AND SUPERVISION. The CITY OF BLYTHE Chief of Police or his/her designee shall oversee this Agreement and the day shift CITY OF BLYTHE Watch Commander shall be the direct supervisor of the CIPRTO. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. CITY OF BLYTHE EMPLOYEE. The CIPRTO shall remain an employee of

CITY OF BLYTHE on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered an agent, employee, or deputy of DISTRICT.

8. TERMINATION. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In the event of termination, DISTRICT shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION.

A. DISTRICT shall indemnify and hold harmless the CITY OF BLYTHE, its elected and appointed officials, officers, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any negligent act or omission or willful misconduct of DISTRICT, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, the CITY OF BLYTHE, its elected and appointed officials, officers, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY OF BLYTHE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification of CITY OF BLYTHE. DISTRICT's obligations hereunder shall be satisfied when DISTRICT has provided to CITY OF BLYTHE the appropriate form of dismissal (or similar document) relieving the CITY OF BLYTHE from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe DISTRICT's obligations to indemnify and hold harmless the CITY OF BLYTHE.

B. CITY OF BLYTHE shall indemnify and hold harmless the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any negligent act or omission or willful misconduct of CITY OF BLYTHE, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CITY OF BLYTHE shall defend, at its sole cost and expense, including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CITY OF BLYTHE, CITY OF BLYTHE shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY OF BLYTHE's indemnification of DISTRICT. CITY OF BLYTHE's obligations hereunder shall be satisfied when CITY OF BLYTHE has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe CITY OF BLYTHE's obligations to indemnify and hold harmless the DISTRICT.

10. ASSIGNMENT. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of CITY OF BLYTHE.

11. ENTIRE AGREEMENT. This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

12. NOTICES. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

City of Blythe
City of Blythe
235 N. Broadway
Blythe, CA 92225
Attn: Mallory Crecelius

District
Palo Verde Unified School District
825 N. Lovekin Blvd
Blythe, CA 92225
Attn: Superintendent


13. WAIVER. Any waiver by a party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of a party to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping a party from enforcement hereof.

14. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15. ELECTRONIC/DIGITAL SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

PALO VERDE UNIFIED SCHOOL DISTRICT



Tracie Kern
Superintendent

Date: 8/16/2022

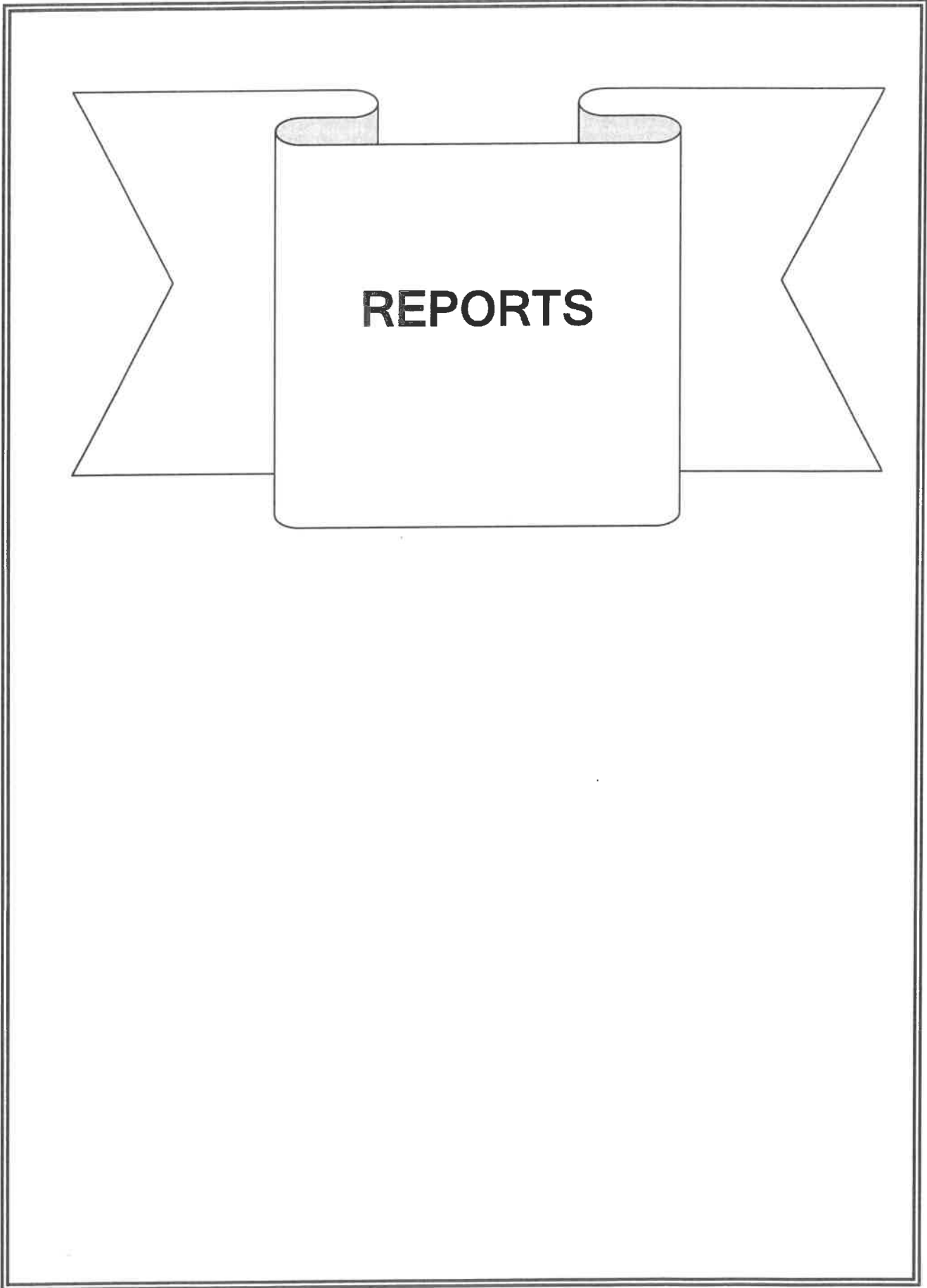
CITY OF BLYTHE

Mallory Crecelius
Interim City Manager

Date: _____

APPROVED AS TO FORM:

Brittany E. Roberto
City Attorney





**PUBLIC
COMMENT**

