



DATE: May 7, 2008
TO: Honorable Mayor and City Councilmembers
FROM: Police Department
SUBJECT: **SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF UNDERSTANDING WITH OCEANSIDE UNIFIED SCHOOL DISTRICT**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council approve a two-year Memorandum of Understanding (MOU) with the Oceanside Unified School District in the amount of \$569,800.83 for the Police Department's School Resource Officer Program for the 2007-08 and 2008-09 school years, and authorize the Mayor to execute the MOU.

BACKGROUND

The School Resource Officer (SRO) program has been in place for over 18 years. During the past 7 years, the program has evolved into the School Safety Enhancement Team. The Oceanside Unified School District has contracted for five SROs. During the past seven years, the Oceanside Police Department has provided an overlay of services, which included one sergeant over and above the terms of the MOU, to assist with the mission of the School Safety Enhancement Team. This MOU will address the service needs for the 2007-08 and 2008-09 school years. The MOU will provide the following:

- **Sworn officers**
 - Four fully equipped sworn officers from 2007 to 2009 equally funded by OUSD and the City.
 - One fully equipped sworn officer from 2007 to 2009 based solely on grant funding obtained by the police department from the state for the position. Any costs to staff the position over and above the grant funds will be bore equally by OUSD and the City.
- **Police sergeant**
 - One police sergeant from 2007 to 2009 provided and paid for by the Oceanside Police Department. Duties in addition to supervision of the SRO Team will be assigned to this supervisor at the discretion of the Police Department.

The officer positions will be assigned full-time to school safety enhancement and education-related projects.

ANALYSIS

The SRO program provides an important link between the Oceanside Police Department and the Oceanside Unified School District. The following is a general list of duties that the School Safety Enhancement Team will provide:

1. Daily uniformed police presence on campus to act as a deterrent to crime and violence;
2. Assistance with incidental law enforcement occurrences;
3. Assistance in the expedient processing of truants;
4. Assistance with creating a school safety plan and emergency guidelines to be used during critical incidents;
5. Crisis Response Preparation training for each campus within the District;
6. Ongoing crisis response assessments at school campuses; and
7. Educational and instructional classes to students, parents, and school staff.

FISCAL IMPACT

The Oceanside Unified School District has budgeted revenue to offset the costs of four SROs within the School Safety Enhancement Team in the amount of \$267,615.53 for the 2007-2008 school year, and \$286,656.30 for the 2008-2009 school year.

The Police Department has secured grant funding from the state COPS grant in the amount of \$102,750 (217.364379) for the 2007/2008 school year. The remaining balance is \$31,058.00. This amount will be equally divided and paid by the City and OUSD. The City portion of \$15,529 is already included in the Police Department budget. With this additional funding, the Police Department will provide one additional full-time SRO. (For a total of five SROs).

The Oceanside Police Department will provide supervision for the Team. Duties in addition to the supervision of the SRO Team will be assigned to this supervisor at the discretion of the Police Department. This position will be paid for by the City.

The City of Oceanside possesses the discretion to redeploy the five SROs and the sergeant as emergency needs dictate (i.e., crime sprees, riots, and other unforeseen critical occurrences).

Total cost for two-year program	=	\$1,588,329.22
Portion paid by School District	=	\$569,800.83
Portion paid by grant funds	=	\$102,750.00
Portion paid by City	=	\$915,778.39

CITY ATTORNEY'S ANALYSIS

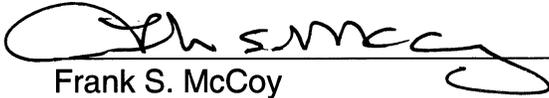
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

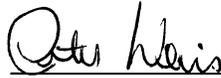
Staff and the Police and Fire Commission recommend that the City Council approve a two-year Memorandum of Understanding (MOU) with the Oceanside Unified School District in the amount of \$569,800.83 for the Police Department's School Resource Officer Program, and authorize the Mayor to execute the MOU.

PREPARED BY:

SUBMITTED BY:



Frank S. McCoy
Police Chief



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager



Teri Ferro, Financial Services Director



Attachment

ATTACHMENT
SCHOOL SAFETY TEAM FUNDING DETAIL

FISCAL YEAR	ACCOUNT NUMBER	EXPENDITURES		AMOUNT	Description
		ACCOUNT	AMOUNT		
FY07-08 & FY08-09	101 364370.8080.00272	272 364468.7070.00101	\$256,888	\$256,888	School District Portion of Non-COPS Funded Portion of School Safety Team
FY07-08 & FY08-09	101 364370.8080.00272	272 364468.7070.00101	15,529	15,529	School District Portion of Partially COPS Funded Safety Team (One SRO)
FY07-08	101 364370.8080.00217	217 364379.7070.00101	103,000	103,000	COPS Portion of Partially COPS Funded SRO
FY08-09	101 364370.8080.00217	217 364389.7070.00101	103,000	103,000	COPS Portion of Partially COPS Funded SRO
FY07-08 & FY08-09	General Fund Revenues	364370.5101 & 5108	15,529	15,529	Oceanside General Fund Portion of Partially COPS Funded Safety Team Member
FY07-08 & FY08-09	General Fund Revenues	364370.5101 & 5108	\$256,888	\$256,888	Oceanside General Fund Portion of Non-COPS Funded Safety Team

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF OCEANSIDE
AND
THE OCEANSIDE UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", the OCEANSIDE POLICE DEPARTMENT, hereinafter designated as "Department" and the OCEANSIDE UNIFIED SCHOOL DISTRICT, hereinafter designated as "DISTRICT."

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California; and

WHEREAS, District is a unified school district organized and operated under Section 35000, et seq., of the Education Code in San Diego County, California; and

WHEREAS, school districts and cities are public agencies as defined in section 6500 et seq. of the California Government Code; and

WHEREAS, said governing bodies are authorized to enter into agreements to jointly exercise power with each other, pursuant to Government Code sections 6502 and 6503 within or without their territorial limits; and

WHEREAS, it is the desire of the City and the District to jointly develop, manage, promote and maintain a safe and crime-free school campus by providing a uniformed police presence in the form of the Oceanside Police Department's School Safety Enhancement Team, hereinafter designated as "Team"; and

WHEREAS, the Team also provides educational and instructional classes to students, parents and school staff on safety and health topics to promote a crime-free school campus; and

WHEREAS, it is the desire of the City and the District to enter into this MOU for the purpose of negotiating the parameters, terms and conditions of the Team's services;

NOW THEREFORE, the City and the District agree to cooperate with each other as follows:

1. **Term of the Agreement.** The term of this MOU shall be from January 1, 2008, to August 19, 2009. The MOU may be renewed for an additional period, not to exceed one year, upon the written consent of both parties to this agreement, prior to the MOU's termination on August 19, 2009. This MOU may be terminated by either party with thirty (30) days written notice submitted to the contacts designated in this agreement.

2. **Scope of Work.** The City and District recognize that the Team will be assigned full-time to the District to foster school safety and education-related projects during the normal school year.

A. **Number of Officers.** The City and the District agree that the Team will consist of:

- a. Four (4) sworn, fully-equipped officers, per Oceanside Police Department job description, with marked patrol vehicles. These four officers will be funded equally by the District and the City of Oceanside.
- b. One (1) additional sworn, fully-equipped officer, per Oceanside Police Department job description, with marked patrol vehicle. This officer will be paid by grant funds acquired by the City. This position is contingent on the City receiving the grant funds. If the grant funds do not cover the full amount of this officer the District and the City of Oceanside will split the balance equally.
- c. The Oceanside Police Department will provide supervision for the Team. This position will not be dedicated solely to the Team and auxiliary duties may and will be assigned to this supervisor at the sole discretion of the Police Department. This position will be paid for by the City.

All sworn peace officer Team members will remain current on their training requirements and responsibilities in order to retain their peace officer status.

B. **Time Periods.** The normal school year is defined as that period of time between August and June when school is in session. It includes holidays when students are not present on campus but school district staff is required to report to work. From mid-June through early August, when summer school is in session, the City retains the discretion to provide officers on a reduced basis but at no time will the District not have access to an officer.

The City also retains the discretion to redeploy the five (5) sworn officers and one (1) sergeant at any time, without written or oral notice to the District, for emergency reasons. An emergency reason includes, but is not limited to: crime sprees, civil unrest, acts of terrorism and other unforeseen critical incident situations that may arise.

- C. **Team Responsibilities.** The City agrees that the Team will:
- a. provide a uniformed police presence on a daily basis as a crime and violence deterrent.
 - b. facilitate the expedient processing of truants; and
 - c. provide Crisis Response Preparation training for each campus within the District; and
 - d. assist each campus with creating a school safety plan and emergency guidelines to be used during critical incidents; and
 - e. provide on-going crisis response assessments at school campuses; and
 - f. provide assistance with incidental law enforcement occurrences; and
 - g. provide educational and instructional classes to students, parents, and school staff.

The Team will be deployed at the District's high school and middle school facilities, but shall provide support to the elementary schools on an on-call basis. Team members may only be deployed to elementary schools on a permanent basis if a request is submitted in writing for such a modification to the Chief of Police. The request must be based on need and will only be granted if Department resources permit.

- D. **District Responsibilities.** The District agrees to:
- a. provide the personnel necessary for effective communication and exchange of ideas between the District and Team; and
 - b. provide the office and work space necessary for the Team to facilitate their duties, including, but not limited to, adequate workspace, necessary office equipment and audio/visual resources; and
 - c. provide classroom space and "release" time for District staff to participate in Team programs; and
 - d. provide appropriate space and notification to District personnel for Team meetings involving District site staff.

E. **Cost.** For the four (4) officers set forth in Section 2.A.a, the District will reimburse the City \$267,615.53 for the 2007-2008 school year and \$286,656.30 for the

2008-2009 school year, payable as follows: on May 15, 2008 the District shall pay the City \$267,615.53; on October 15, 2008 the District shall pay the City \$143,328.15; and on March 15, 2009 the District shall pay the City \$143,328.15. The foregoing payments shall be pro-rated if any of the (4) Team positions remain vacant for more than 30 days. All parties acknowledge that the future of this program is contingent upon the continued availability of grant funds.

For the one (1) officer set forth in Section 2.A.b., the City has secured grant funding for 2007-2008 school year in the amount of \$102,750.00. The cost to the City of a police officer for the 2007-2008 school year is \$133,808.00. This leaves a balance of \$31,058.00 which the City of Oceanside will split equally with the District giving the District a balance due of \$15,528.00. This amount will be due on May 15, 2008. The City of Oceanside has yet to secure any grant funding for the 2008-2009 school year. Upon receiving any grant funding for the 2008-2009 school year the City of Oceanside will notify the District of any balance due. The foregoing payments shall be pro-rated if this position remains vacant for more than 30 days. All parties acknowledge that the future of this program is contingent upon the continued availability of grant funds.

In addition to the above cost the District agrees to pay for officers to attend pre-designated special events directly or indirectly sponsored by the District. These events include, but are not limited to, football games, basketball games, school dances and graduations. Pre-designated events must be outlined in the attached Addendum A, which is hereby incorporated into this M.O.U. and made a part of this M.O.U. by this reference. Any modifications to Addendum A shall be pre-approved by the District security manager and an OPD S.S.E.T. department supervisor or designee. These approvals must be completed before O.P.D. Personnel are authorized to attend the event. Any events attended by officers outside of their normal work schedule will be compensated at time and one half of their normal hourly rate. These costs are in addition to the yearly calculated rate and will be borne solely by the District

3. **Team Access.** It is understood and agreed by all parties that nothing in this agreement shall change or modify the existing procedures, rights and privileges afforded law enforcement under state and federal law to maintain a presence on school campuses and conduct law enforcement investigations and activities.

4. **No Agency Created.** District's relationship to the City shall be that of an independent agency. The District shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City Manager. District shall be solely responsible for the performance of any of its employees, agents, or consultants under this Agreement. City shall be solely responsible for the performance of any of its employees, agents, and consultants under this agreement.

5. **Indemnification.** Insofar as it is legally authorized, District will at all times protect, indemnify, and defend City against any and all loss, cost damage, or expense arising from

any accident or other occurrence to persons or property on or about District's property that occur while City uses District's property.

Insofar as it is legally authorized, District shall hold free and harmless, indemnify and defend, City, members of the City Council, boards or commissions, its employees, officers and agents, and each of them while acting as such, from all claims, loss, damages, costs, expenses or liability, which may arise by reasons of liability imposed by law because of injury to property or injury or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on District Property, or participation in any activity carried out or sponsored by District, and further, District shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on District property by District. However, District shall not indemnify City where City's sole and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

Insofar as it is legally authorized, City shall hold free and harmless, indemnify and defend, District, members of the Board of Trustees, its employees, officers and agents, and each of them while acting as such, from all claims, loss damages, costs, expenses or liability, which may arise by reasons of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on City property, or participation in any activity carried out or sponsored by City, and further, City shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on City property by City. However, City shall not indemnify District where District's sole and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

6. **FINANCIAL RESPONSIBILITY.** Each party shall carry adequate property damage and public liability insurance or be other wise financially responsible in an amount sufficient to reasonably protect the property, facilities and activities set forth in this Agreement against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability. Each party shall furnish the other party with proof of such financial responsibility.

7. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between City and District concerning the scope of this MOU and supersedes all prior negotiations, representations, or agreements.

8. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to

City.

The City and District shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

9. **NOTICE.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

Larry Perondi, Superintendent of Schools
Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92054

Frank McCoy, Chief of Police
City of Oceanside
3855 Mission Ave.
Oceanside, CA 92054

Peter Weiss, City Manager
City of Oceanside
300 N. Coast Hwy.
Oceanside, Ca. 92054

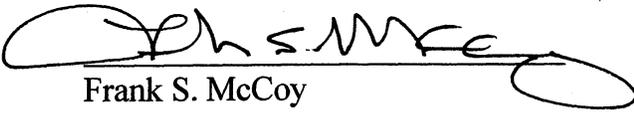
10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City.

This Memorandum of Understanding is executed by the duly authorized representatives of the Oceanside Unified School District and the City of Oceanside on the date first herein above written.

CITY OF OCEANSIDE

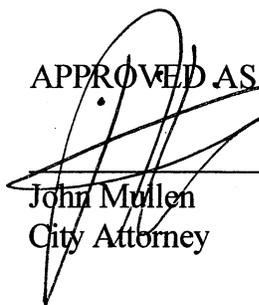
James Wood
Mayor


Frank S. McCoy
Chief of Police

ATTEST:

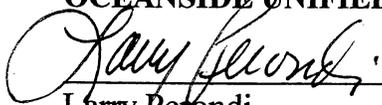
APPROVED AS TO FORM

Barbra Reigel-Wyane
City Clerk



John Mullen
City Attorney

OCEANSIDE UNIFIED SCHOOL DISTRICT



Larry Perondi
O.U.S.D. Superintendent



Date