



DATE: August 12, 2009
TO: Honorable Mayor and City Councilmembers
FROM: Oceanside Police Department
SUBJECT: **SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF UNDERSTANDING**

SYNOPSIS

Staff recommends that the City Council approve the Memorandum of Understanding between the Oceanside Unified School District and the City of Oceanside, and authorize the City Manager to execute the MOU.

BACKGROUND

The School Resource Officer (SRO) program has been in place for over 19 years. Five officers are assigned to the SRO program. The Oceanside Unified School District (OUSD) and the Oceanside Police Department (OPD) are faced with budget cuts that prohibit the funding of all five positions. This new MOU reflects a reduction in the program to three SROs. This MOU will address the funds needed for the 2009/2010 school year and 2010/2011 school year to maintain the program with three officers. This year the MOU will provide the following:

- **Sworn officers**
 - Two fully equipped sworn officers from 2009 to 2011 equally funded by OUSD and the City.
 - One fully equipped sworn officer from 2009 to 2011 funded with grant monies acquired by OPD; costs beyond available grant funds will be shared equally by OUSD and the City. (Grant funds are available for this position for the 2009/2010 school year. If funds are not available in the 2010/2011 budget cycle, the position will be cut unless OUSD provides funding for the position.)

These 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 cost to fully fund an SRO Position is currently \$135,259.53, excluding overtime costs or negotiated pay increases. The Police Department will fund one SRO position at this cost for the 2009/2010 and 2010/2011 budget cycles.

The Oceanside Unified School District will fund one SRO position (\$135,259.53) and the balance of a third SRO position not covered by state COPS 09 Grant monies for the 2009/2010 and 2010/2011 school year.

The Police Department has secured grant funding from the state COPS 09 (business unit 917439800217) grant in the amount of \$103,000 for the 2009/2010 school year. The remaining balance of \$32,259.53 needed to fund the position will be equally divided between the City and OUSD. (\$16,129.77 will be paid by both OUSD and the City.) Provided that grant funding is still available for the 2010/2011 school year this agreement shall continue for this SRO position, with both the City and OUSD equally funding the amount remaining beyond that paid by grant. If grant funding is not available for the 2010/2011 budget cycle, the position will be eliminated unless OUSD provides funding for the position.

The total amount to be paid by OUSD for the 2009/2010 budget cycle is \$151,389.30. This amount covers the full cost of one SRO position (\$135,259.53) and the equal share (\$16,129.77) of the balance owed for the SRO position substantially covered by State COPS grant funding. This amount will continue in the 2010/2011 budget cycle unless grant funding for the third position is eliminated or a pay raise enacted. The amount owed by OUSD will be recalculated based upon these changes, if they occur.

The Oceanside Police Department will fund and staff one SRO position with exception of overtime costs incurred at OUSD special events.

The Oceanside Unified School District shall fund overtime costs associated with special events at the standard overtime rate, time and a half.

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

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

This report will be presented to the Police and Fire Commission as an advisory item at its regular September meeting.

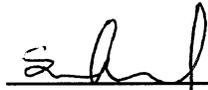
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

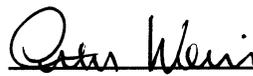
Staff recommends that the City Council approve the Memorandum of Understanding between the Oceanside Unified School District and the City of Oceanside, and authorize the City Manager to execute the MOU.

PREPARED BY:



Sean Marchand
Police Sergeant

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Police Chief
Don Hadley, Deputy City Manager
Teri Ferro, Financial Services Director



**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 _____, 2009, 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 August 20, 2009, to August 19, 2011. 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, 2011. 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. Two (2) sworn, fully-equipped officers, per Oceanside Police Department job description, with marked patrol vehicles. These two officers will be funded equally by the District and the City of Oceanside.
- b. One (1) additional sworn, fully-equipped officer (third SRO position), per Oceanside Police Department job description, with marked patrol vehicle. This position will be substantially paid for through grant funding acquired by the City. This position is contingent on grant funding. Any costs over and above the grant funds will be split equally between OUSD and the City. If grant funds are not available for the 2010/2011 budget cycle, the position will be eliminated unless OUSD provides funding for the position.
- c. The Oceanside Police Department will provide supervision for the Team. This position will not be dedicated solely to the Team and ancillary duties will be assigned to this supervisor at the sole discretion of the Police Department. This position will be paid for by the City.
- d. The Oceanside Police Department (OPD) retains full authority and discretion in the selection and assignment of its personnel to the School Safety Enhancement Team. OPD welcomes input from OUSD staff into the process, but does not defer or confer any authority to OUSD in the selection and assignment of OPD Personnel. OPD and OUSD will collaborate in assessment of the School Safety Enhancement Team program on a yearly basis.

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 three (3) sworn officers, 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.

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.

Cost. For one of the two (2) officers set forth in Section 2.A.a, the District will reimburse the City \$135,259.53 for the 2009-2010 school year and \$135,259.53 for the 2010-2011 school year plus any police officer pay raises that go into effect during the life of this agreement.

For the one (1) officer set forth in Section 2.A.b., the City has secured grant funding for 2009-2010 school year in the amount of \$103,000.00. The cost to the City of a police officer for the 2009-2010 school year is \$135,259.53. This leaves a balance of \$32,259.53 for the 2009-2010 school year which the City of Oceanside will split equally with the District giving the District a balance due of \$16,129.77. Continuation of this position shall be contingent upon the availability of grant funding for the 2010-2011 school year. Any costs over and above allocated grant funds will be divided equally between OUSD and the City. If grant funds are not available for the 2010/2011 budget cycle, the position will be eliminated unless OUSD provides funding for the position.

For the 2009-2010 school year the District will pay the City as follows: on October 15, 2009, and March 15, 2010 the District shall pay the City \$75,964.65.

For the 2010-2011 school year the District shall pay the City as follows: on October 15, 2010, the District shall pay the City \$67,629.77; and on March 15, 2011 the District shall pay the City \$67,629.77. The District will pay for their portion of the third position, half the amount not funded by grant, in equal payments due October 15, 2010 and March 15, 2011. (Contingent upon grant funding.)

The District agrees to pay additional costs related to negotiated pay raises, if pay raises occur, for the positions outlined in Sections 2.A.a and 2. A. b., during the term of this agreement. The foregoing payments shall be pro-rated if any of the (3) 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.

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 otherwise 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

Peter A. Weiss
City Manager

Frank S. McCoy
Chief of Police

ATTEST:

APPROVED AS TO FORM

Barbara Riegel Wayne
City Clerk



John Mullen
City Attorney

OCEANSIDE UNIFIED SCHOOL DISTRICT

Larry Perondi
O.U.S.D. Superintendent

Date

ADDENDUM A

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. Any special events outside of football games, basketball games, school dances and graduations shall be pre-approved by the District Security Manager and an OPD S.S.E.T. 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.