



DATE: August 7, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH VISTA UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER, ACCEPT AND APPROPRIATE REVENUE TO THE POLICE DEPARTMENT SCHOOL SAFETY ENHANCEMENT TEAM, APPROVE THE HIRING OF A PROVISIONAL POLICE OFFICER**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council approve a Memorandum of Understanding with the Vista Unified School District to provide one School Resource Officer; accept revenue to the City in the minimum amount of \$130,418 for FY 2013-14 and \$132,001 for FY 2014-15; appropriate the revenue to the Police Department for the School Safety Enhancement Team; approve the hiring of a provisional police officer; and authorize the City Manager or designee to execute the Memorandum of Understanding.

BACKGROUND

The Oceanside Police Department (OPD) will partner with the Vista Unified School District (VUSD) to staff and fund the School Safety Enhancement Team with School Resource Officers (SRO). The SRO program has been in place for over 23 years; OPD currently partners with the Oceanside Unified School District to staff and fund SRO for the schools in the City of Oceanside. This is the first Memorandum of Understanding (MOU) between OPD and VUSD. The MOU reflects the placing of one SRO on campus, and addresses the cost needed for each school year to maintain the program.

The terms of this MOU shall be from August 19, 2013 to August 18, 2015, and may be renewed for an additional period, not to exceed one year.

ANALYSIS

The police department will hire an additional provisional police officer for the duration of this MOU to replace the SRO position that will be chosen from current staff. 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 in the expedient processing of truants;
3. Crisis Response Preparation training for each campus within the District;
4. Assistance with creating a school safety plan and emergency guidelines to be used during critical incidents;
5. Ongoing crisis response assessments at school campuses;
6. Assistance with incidental law enforcement occurrences;
7. Educational and instructional classes to students, parents, and school staff.

FISCAL IMPACT

For one (1) SRO, VUSD will reimburse the city \$130,418, which is the full cost for one SRO, for the 2013-14 school year and \$132,001 for the 2014-15 school year. VUSD will also reimburse for any police officer pay raises that may go into effect during the period of this agreement.

In addition, VUSD agrees to pay for one or more officers to attend pre-designated special events directly or indirectly sponsored by VUSD. Such events include, but are not limited to, school sport games, dances and graduation.

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

Expenditures will be tracked in the VUSD Special Enforcement Team account 817132500272, as shown below:

Item	Business Unit	Object Code
Personnel Services	817132500272	5105
Overtime Events	817132500272	5120
Fringe Benefits	813132500272	5207

When received, the reimbursement funds will be deposited in the revenue account 817132500272.4376. There is no requirement for matching funds from the City of Oceanside.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed this matter at its regular quarterly meeting on July 18, 2013, and recommended City Council approval of staff recommendations.

CITY ATTORNEY'S ANALYSIS

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

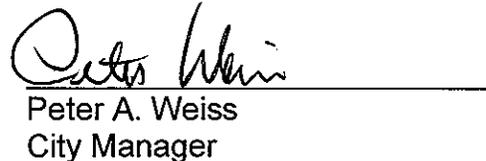
RECOMMENDATION

Staff and the Police and Fire Commission recommend that the City Council approve a Memorandum of Understanding with the Vista Unified School District to provide one School Resource Officer; accept revenue to the City in the minimum amount of \$130,418 for FY 2013-14 and \$132,001 for FY 2014-15; appropriate the revenue to the Police Department for the School Safety Enhancement Team; approve the hiring of a provisional police officer; and authorize the City Manager or designee to execute the Memorandum of Understanding.

PREPARED BY:


Yaday Velazco
Program Specialist

SUBMITTED BY:


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Chief of Police
Michael Blazenski, Interim Financial Services Director



EXHIBITS/ATTACHMENTS

Attachment A – Memorandum of Understanding

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

This MEMORANDUM OF UNDERSTANDING, hereinafter designated as the "MOU" or "Agreement", is made and entered into this 7th day of August 2013, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "City," the OCEANSIDE POLICE DEPARTMENT, hereinafter designated as "OPD", and the VISTA UNIFIED SCHOOL DISTRICT, hereinafter designated as "District" or "VUSD", which includes the eight VUSD school campuses physically located within the City of Oceanside, hereinafter designated collectively as "Campuses" and individually as "Campus".

RECITALS

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

WHEREAS, the 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 in 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 Campuses by providing a uniformed police presence in the form of the Oceanside Police Department's existing 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 crime-free school Campuses; 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 19, 2013 to August 18, 2015. 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 18, 2015. This MOU may be terminated by either party with a (30) days written notice submitted to the contacts designated in this agreement.

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

A. **Number of Officers.** The City and District agree as follows regarding the Team's presence at the Campuses:

- a. One (1) sworn, fully-equipped officer, per OPD job description, with a marked patrol vehicle will be assigned to the Campuses. The Officer will be funded by the District.
- b. OPD will provide supervision for the Team.
- c. OPD retains full authority and discretion in the selection, supervision and assignment of its personnel to the Team. OPD welcomes input from VUSD staff into the process, but does not defer or confer any authority to VUSD in the selection, supervision and assignment of OPD personnel. OPD and VUSD will collaborate in assessment of the 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 any Team 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 during the normal school year, as agreed upon in Section 2.B, as a crime and violence deterrent; and
 - b. Facilitate the expedient processing of truants; and
 - c. Provide Crisis Response Preparation training for each Campus; 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 the 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 that are located within the City:

- 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 one (1) officer set forth in Section 2.A.a, the District will reimburse the City \$130,418.00 for the 2013-2014 school year and \$132,001.00 for the 2014-2015 school year, plus any police officer pay raises that goes into effect during the life of this agreement.

For the 2013-2014 school year, the District will pay the \$130,418.00 as follows: on October 15, 2013 the District shall pay the City \$65,209.00, and on and March 15, 2014 the District shall pay the City \$65,209.00.

For the 2014-2015 school year, the District will pay the City 132,001.00 as follows: on October 15, 2014 the District shall pay the City \$66,000.50 and on March 15, 2015 the District shall pay the City \$66,000.50.

The District agrees to pay additional costs related to negotiated pay raises, if pay raises occur, for the positions outlined in Section 2.A.a during the term of this Agreement. The foregoing payments shall be pro-rated if any of the Team position remains vacant for more than 30 days.

In addition to the above cost the District agrees to pay for one or more 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 modifications to the pre-designated events shall be pre-approved by the District security manager and an OPD supervisor or designee. These approvals must be complete before OPD personnel are authorized to attend the event. Any events attended by an officer 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. The District will reimburse the City within thirty (30) days of receipt of an invoice for these services.

If new grant funds become available for and are applicable to Team officers within the City, those funds may be applied by the City to the Team program in such manner to reduce the cost paid by the City and the District equally.

3. **Officer 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 Oceanside 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 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 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 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:

Donna Caperton
Assistant Superintendent Business Services
Vista Unified School District
1234 Arcadia Ave
Vista, CA 92084

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 Vista Unified School District and the City of Oceanside on the date first herein above written.

CITY OF OCEANSIDE

Jim Wood
Mayor

Date

Frank S. McCoy
Chief of Police

Date

ATTEST:

Zack Beck
City Clerk

Date

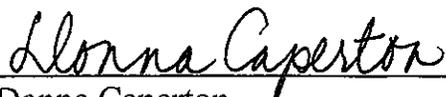
APPROVED AS TO FORM:



John P. Mullen
City Attorney

July 17, 2013
Date

VISTA UNIFIED SCHOOL DISTRICT



Donna Caperton
Assistant Superintendent Business Services

July 3, 2013
Date