

STAFF REPORT



ITEM NO. 11

CITY OF OCEANSIDE

DATE: August 21, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH OCEANSIDE UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS, ACCEPT AND APPROPRIATE REVENUE TO THE POLICE DEPARTMENT SCHOOL SAFETY ENHANCEMENT TEAM**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council approve a Memorandum of Understanding with the Oceanside Unified School District to provide School Resource Officers; accept revenue to the City in the minimum amount of \$251,190 for FY 2013-14 and \$253,623 for FY 2014-15; appropriate the revenue to the Police Department for the School Safety Enhancement Team; and authorize the City Manager or designee to execute the Memorandum of Understanding.

BACKGROUND

The Oceanside Police Department (OPD) partners with the Oceanside Unified School District (OUSD) 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 with originally five officers assigned to the program. However due to budget cuts to OUSD and OPD, funding was reduced to three positions. Presently, the school district wishes to add an additional SRO to meet their needs. This Memorandum of Understanding (MOU) reflects the addition in the program to four SRO and will address the funds needed for the 2013-14 and 2014-15 school years to maintain the program with the four officers.

With the start of the new school year, the MOU must be renewed. FY 2013-14 to FY 2014-15, the MOU will provide the following:

- Three fully equipped sworn officers from FY 2013-14 to FY 2014-15 equally funded by OUSD and the City.
- One fully equipped sworn officer from FY 2013-14 to FY 2014-15 funded with grant monies acquired by OPD. Costs beyond available grant funds will be shared equally by OUSD and the City.

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

ANALYSIS

The SRO program provides an important link between OPD and OUSD. 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

OUSD has budgeted revenue to offset the costs of four SRO positions assigned to the School Safety Enhancement Team for the 2013-14 and 2014-15 school years. OUSD will pay between \$251,190 for one half of 3 SRO positions plus any additional pay step increases for the 2013-14 school year and \$253,623 for the 2014-15 school year.

OPD will hire an additional police officer for the fourth position. OPD has secured grant funding for this position from the state's Citizen's Option for Public Safety (COPS) grant in the amount of \$103,000 for the 2013-14 school year. The remaining balance needed to fund the position is equally divided between the City and OUSD in the amount of \$13,709, totaling \$27,418. Provided the grant funding is still available for the 2014-15 school year, this agreement shall continue for the fourth SRO position with both the City and OUSD equally funding the amount remaining beyond that paid for by grant monies. If either party determines that this amount is excessive for budgeted monies, the fourth position will be dissolved.

OPD will fund and staff one SRO position and a portion of two officers with the exception of overtime costs incurred at OUSD special events. OUSD shall fund overtime costs associated with special events at the standard time-and-a-half overtime.

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

Expenditures will continue to be tracked in the OUSD account 917446800272, as shown in the table below:

Item	Business Unit	Object Code
Personnel Services	917446800272	5105
Overtime Events	917446800272	5120
Fringe Benefits	917446800272	5207

When received, the reimbursement funds will continue to be deposited in the revenue account 917446800272.4376.

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

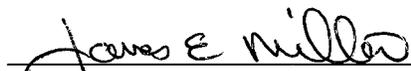
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff and the Police and Fire Commission recommend that the City Council approve a Memorandum of Understanding with the Oceanside Unified School District to provide School Resource Officers; accept revenue to the City in the minimum amount of \$251,190 for FY 2013-14 and \$253,623 for FY 2014-15; appropriate the revenue to the Police Department for the School Safety Enhancement Team; and authorize the City Manager or designee to execute the Memorandum of Understanding.

PREPARED BY:

SUBMITTED BY:



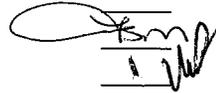
James E. Miller
Management Analyst



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 OCEANSIDE UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter designated as “MOU” or “Agreement”, is made and entered into this _____ day of _____ 2013, 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, 2013, to August 19, 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 19, 2015. 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 fulltime 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. Three (3) sworn, fully-equipped officers, per Department job description, with marked patrol vehicles. These three officers will be funded equally by the District and the City of Oceanside.
- b. One (1) additional sworn, fully-equipped officer (fourth School Resource Officer position), per 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 the District and the City. If grant funds are not available for the 2013-14 budget cycle, the position will be eliminated unless the District provides funding for the position.
- c. The 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 Department. This position will be paid for by the City.
- d. The Department retains full authority and discretion in the selection and assignment of its personnel to the School Safety Enhancement Team. The Department welcomes input from the District staff into the process, but does not defer or confer any authority to the District in the selection and assignment of Department personnel. The Department and District 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 four (4) 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;
- c. provide Crisis Response Preparation training for each campus within the District;
- d. assist each campus with creating a school safety plan and emergency guidelines to be used during critical incidents;
- e. provide on-going crisis response assessments at school campuses;
- 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;
- 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;

- 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 three (3) of the four (4) officers set forth in Section 2.A.a, the District will reimburse the City \$251,190 for the 2013-2014 school year and \$253,623 for the 2014-2015 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 2013-14 school year in the amount of \$103,000.00. The cost to the City of a police officer for the 2013-14 school year is \$130,418. This leaves a balance of \$27,418 for the 2013-14 school year, which the City of Oceanside will split equally with the District giving the District a balance due of \$13,709. Continuation of this position shall be contingent upon the availability of grant funding for the 2014-15 school year. Any costs over and above allocated grant funds will be divided equally between the District and the City. If grant funds are not available for the 2014-15 budget cycle, the position will be eliminated unless the District provides funding for the position.

For the 2013-14 school year, the District will pay the City as follows: on October 15, 2013, and March 15, 2014 the District shall pay the City \$125,595. For the 2014-15 school year, the District shall pay the City as follows: on October 15, 2014, the District shall pay the City \$126,812; and on March 15, 2015 the District shall pay the City \$126,811. The District will pay for their portion of the fourth position, half the amount not funded by grant, in equal payments due October 15, 2013 and March 15, 2014 and October 15, 2014 and March 15, 2015. The existence of this fourth position is 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 four (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.

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 MOU and made a part of this MOU by this reference. Any modifications to Addendum A shall be pre-approved by the District security manager and a Department S.S.E.T. supervisor or designee. These approvals must be completed before Department 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 the 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 the 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

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Zack Beck
City Clerk

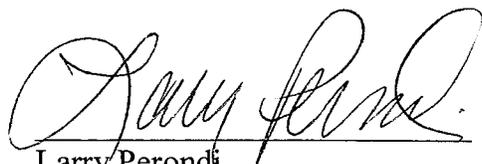


John Mullen
City Attorney

Date: _____

Date: _____

OCEANSIDE UNIFIED SCHOOL DISTRICT:



Larry Perondi
OUSD Superintendent

August 14, 2013

Date