

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Steven Kueny, City Manager



DATE: August 29, 2013 (CC Meeting of 9/4/13)

SUBJECT: Consider Agreement between City of Moorpark and Moorpark Unified School District (MUSD) for Provision of Law Enforcement Services

BACKGROUND AND DISCUSSION

For most of the last fourteen years, there has been some level of dedicated law enforcement presence on school campuses principally at Moorpark High School. The sources of funding, City, MUSD, grants and private donations and amount of time have varied during this time period. The dedicated law enforcement presence has been focused on one position known as the High School Resource Officer (HSRO) or School Resource Officer (SRO).

In FY 2011/12, the City funded 100 percent of the cost of the SRO position. In FY 2012/13, the City made a number of budget adjustments including reductions in law enforcement. Along with other changes, the SRO and Community Services Officer positions were combined creating a singular Community Resource Officer (CRO) position. The CRO was assigned to Moorpark High School 12 to 16 hours each week school was in session.

During discussion of the draft FY 2013/14 Budget, Councilmember Van Dam proposed reestablishing a full-time SRO position if MUSD agreed to pay one-half of the annual cost for the position. The City Council subsequently agreed to include this position in the budget if MUSD agreed to fund one-half of the SRO position. The Council's action included appropriating \$115,000 from the General Fund Reserve for this purpose as part of the FY 2013/14 Budget adoption.

On July 30, 2013, the City was notified that the MUSD Board had approved funding for one-half of the cost of the SRO position. The attached draft Agreement is a revision of the agreement used for FY 2007/08. On August 22, 2013, MUSD notified the City that it accepted the language of the Agreement as attached. The primary changes are an

update to the services and recognition that the SRO will provide services at all MUSD schools with primary emphasis at Moorpark High School.

The process for adding a contract law enforcement position requires approval by the Ventura County Board of Supervisors. If the Council approves the Agreement on September 4, the earliest the Board of Supervisors could take action is September 10 or 17, 2013. The Ventura County Sheriff's Office has already planned for the potential addition of the SRO position so we could expect the SRO to be fully deployed within about one week of the Board of Supervisors' action.

The current CRO (former SRO) will be deployed as the SRO. Since the start of the new school year, the CRO has been deployed at Moorpark High School 12 to 16 hours per week.

STAFF RECOMMENDATION

Approve Agreement between City of Moorpark and Moorpark Unified School District for Provision of Law Enforcement Services and authorize the City Manager to execute it on behalf of the City.

SK:db

Attachment:

- 1) Agreement between City of Moorpark and Moorpark Unified School District for Provision of Law Enforcement Services

**AGREEMENT BETWEEN CITY OF
MOORPARK AND MOORPARK UNIFIED
SCHOOL DISTRICT FOR PROVISION OF LAW
ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of September 2013, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and the Moorpark Unified School District referred to as "MUSD" or "District."

W I T N E S S E T H

WHEREAS, MUSD and the CITY desire to jointly provide a School Resource Officer (Deputy) who will provide law enforcement services at the MUSD elementary, middle and high school campuses with primary emphasis at Moorpark High School (MHS); and

WHEREAS, City contracts with the County of Ventura for law enforcement services provided by the Ventura County Sheriff's Office (Sheriff); and

WHEREAS, MUSD may contract directly with Sheriff for certain law enforcement services; and

WHEREAS, the estimated fiscal year 2013/14 contract rate for one (1) forty (40) hour, without relief, deputy position to act as a School Resource Officer is Two Hundred Fifteen Thousand Dollars (\$215,000). The estimated costs for equipment, materials and other items not included in the deputy contract rate for fiscal year 2013/14 are special uniforms (\$300), marked patrol vehicle (\$8,800); vehicle mileage (\$1,200) and fuel (\$1,300); and

WHEREAS, consistent with its Agreement with City, Sheriff shall retain exclusive authority over the activities of the School Resource Officer; and

WHEREAS, MUSD and City desire to deploy a Deputy Sheriff position on days school is in session, hereinafter referred to as the "School Resource Officer (SRO)" or the person in the "SRO position";

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. The City agrees to provide MUSD with the SRO on days school is in session, except as noted in 4. below. The services to be provided are those referenced in attached Exhibit "A."

2. For the month of September 2013, MUSD shall be billed for one-half of the cost for the portion of the month the SRO is deployed. For period of October 1, 2013,

through and inclusive of June 30, 2014, MUSD shall be billed for one-half of the SRO cost consistent with 3., below. City agrees not to charge its usual and customary administrative costs for billable services related to this Agreement. The City agrees to provide MUSD with a copy of the monthly bill to the City by the Sheriff.

3. The City shall render to MUSD a monthly invoice for services performed under this Agreement, and MUSD shall pay City within thirty (30) days after date of receipt of said invoice. If such payment is not delivered to the City within 30 days, City may terminate this Agreement pursuant to Paragraph 9. below and/or withhold an equal or lesser amount of any payments owed by the City to MUSD under other existing agreements or obligations. MUSD acknowledges that the rates for law enforcement services including the SRO are subject to retroactive rate increases by the County of Ventura and Sheriff and agrees to pay any such retroactive increase within thirty (30) days after receipt of invoice for same.

4. Both parties acknowledge that periodically the SRO may not be available to provide the services contemplated by this Agreement due to unscheduled or scheduled absences from work, mandated training, or an urgent need to provide other law enforcement services as determined by Sheriff in its sole discretion. Nonetheless, so long as City is billed by Sheriff, MUSD agrees to pay for its share of such billing as provided for in 2. and 3. above. City agrees to work with Sheriff to minimize the time the SRO is not available to provide said services. Sheriff will use its best efforts to advise MUSD and City in advance of any planned absences of the SRO.

5. The parties agree to hold no less than semiannual (November and March) meetings to evaluate the services provided by this Agreement and discuss related items of mutual interest. The semiannual meetings shall include the MUSD Superintendent, City Manager, the person designated as the Moorpark Chief of Police, the direct supervisor (Detective Sergeant or Administrative Sergeant) of the SRO, and Moorpark High School Principal or their respective designees. The semiannual meetings may also include others determined necessary by those listed above and the person in the SRO position.

Both parties acknowledge that any potential issues involving the SRO shall be discussed as soon as possible by the parties with the immediate supervisor of the person in the SRO position and, if needed, with the person designated as the Moorpark Chief of Police.

Upon written request of MUSD Liaison or City liaison, the SRO's supervisor will provide information about the SRO's school activities. It's intended that Sheriff will provide such information in its usual and customary manner and format and neither City or Sheriff are obligated to record, prepare, or compile such information in a manner not already in use by Sheriff.

6. MUSD agrees to provide office space and a work station at MHS, including a computer with internet access and telephone, for use by the SRO at no cost to City and/or Sheriff.

7. MUSD agrees to have appropriate administrative personnel immediately notify the SRO of any potential event or issue that requires immediate attention while the person in the SRO position is on a MUSD campus.

8. The parties agree that attendance at MHS or other MUSD activities or events, outside the regular school day and hours, such as interscholastic sporting events or dances shall be billed consistent with City and Sheriff Policies and Procedures. The regular hours of the SRO shall not be adjusted for such purposes without the prior approval of the City and Sheriff.

9. This Agreement may be terminated or suspended with or without cause by either party at any time with no less than thirty (30) business days' written notice of such termination or suspension. In the event of such termination or suspension, City shall be compensated for services provided up to the date of termination or suspension.

10. The MUSD liaison for this Agreement shall be the MUSD Superintendent, and the City liaison shall be the City Manager.

11. MUSD will designate in writing a primary and alternate contact at MHS for the SRO and his/her immediate supervisor (Moorpark Detective Sergeant or Moorpark Administrative Sergeant).

12. The District shall indemnify, defend, and hold harmless City, its officers, agents, and employees from and against any claim, liability, loss, injury, or damage imposed on City arising out of the District's performance of this Agreement, except for liability resulting from the negligent or wrongful conduct of the City, its officers, agents, or employees. The City shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from and against any claim, liability, loss, injury, or damage imposed on the District arising out of the City's performance of this Agreement, except for liability resulting from the negligent or wrongful conduct of the District, its officers, agents, or employees.

13. Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: District Superintendent
Moorpark Unified School District
5297 Maureen Lane
Moorpark, CA 93021

To: Police Chief
Moorpark Police Services Center
610 Spring Road
Moorpark, CA 93021

Either party may, from time to time, by written notice to the other, designate a different address or contact person, who shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

14. Nothing contained in this Agreement shall be deemed, construed or represented by City or MUSD or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of employment, or of any other association of any kind or nature between City and MUSD.

The SRO shall not be considered a position of District or City employment nor shall be entitled to any of the benefits of District or City employment, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, worker's compensation, and permanent employment.

The District or City shall not pay employee wages, payroll taxes, or employee benefits under this Agreement.

15. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understanding, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

17. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

18. The term of this agreement is from September _____, 2013 through June 30, 2013, unless sooner terminated as provided for in this Agreement. By mutual agreement, the parties may renew the agreement for subsequent years.

19. Cases involving a dispute between City and MUSD may be decided by an arbitrator if both sides agree in writing, with costs according to the judgment of the arbitrator.

20. This Agreement is made, entered into, and executed in Ventura County, California, and shall be construed and enforced in accordance with the laws of the State of

California. Any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

21. The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

22. All representatives, covenants, and warranties set forth by, on behalf of, or for the benefit of either party herein shall be binding upon and inure to the benefit of such party and its successors and assigns, provided however, that no terms of this Agreement may be assigned to any agency or entity not a party to this Agreement except for the Sheriff.

23. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

24. The parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.

25. City shall provide MUSD with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

26. By March 31, 2014, District agrees to notify City in writing whether it does or does not intend to extend the services for the subsequent fiscal year and if it proposes any changes to the terms and conditions of this Agreement.

CITY OF MOORPARK

MOORPARK UNIFIED SCHOOL DISTRICT

Steven Kueny
City Manager

Teresa Williams
District Superintendent

ATTEST

Maureen Benson City Clerk

EXHIBIT "A"

SCHOOL RESOURCE OFFICER (SRO) SERVICES

The SRO may provide the following services during the contracted hours:

1. Provide law enforcement services to MUSD.
2. Take appropriate action consistent with Sheriff's policies and procedures in the criminal investigation, apprehension, and arrest of persons involved in commission of crimes. When consistent with Sheriff's policies and procedures and as necessary, allow the appropriate school administrative personnel to conduct an interview of a student prior to removing the student from the school campus.
3. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Examples: Respond to and be present during incidents that may involve weapons, controlled substances, gangs, or emotionally unstable individuals. In order to maximize the efficiency of the SRO, any incidents involving violence, weapons, gangs, alcohol, drugs or sex crimes shall be immediately reported by MUSD staff to the SRO.
4. Meet regularly with the principals and administrative teams to communicate, coordinate and plan.
5. Assist school administrators in emergency crisis planning, building security matters and related matters.
6. Be visible on campuses. Regularly walk the campuses during lunch periods and other times when students are not in classrooms.
7. Build working relationships with the schools' staff, students, parents and parent groups.
8. Assist school administration and staff with anti-drug, anti-violence, campus crime prevention measures, and other law enforcement related matters.
9. Work with guidance counselors and other student support staff to assist students and to provide referrals to other agencies. Assist in conflict resolution efforts.
10. When requested by MUSD and approved by SRO's direct supervisor, attend School Attendance Review Board (SARB) and Expulsion Hearings to address law enforcement matters.
11. On a regular basis conduct site visits at the various schools within the district.