

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Steven Kueny, City Manager *SK*

DATE: July 25, 2007 (CC Meeting of August 1, 2007)

SUBJECT: Consider Agreement between City of Moorpark and Moorpark Unified School District for Provision of Law Enforcement Services at Moorpark High School

BACKGROUND

As part of the 2007/08 FY Budget adoption, the City Council included funding for a High School Resource Officer (HSRO) position. This action was taken with the understanding that the Moorpark Unified School District (MUSD) would share in funding the position. MUSD will fund up to 720 hours at an hourly rate calculated by dividing the monthly contract rate by 150 hours. This is estimated to cost MUSD about \$76,000.00, which is estimated to be one-half of the cost during the school year. The City will fund the balance of the HSRO position as well as vehicle, supervision, training, and other support costs of the position.

DISCUSSION

As you will recall, MUSD contracted with the City for law enforcement services at Moorpark High School (MHS) for approximately 10 hours each week school was in session during the 2006/07 school year. I have attached a copy of this agreement. The Chief of Police, MUSD Superintendent, MHS Principal, and City Manager met in late June to discuss provisions of a new agreement, but because of vacation schedules, we have not been able to finalize the agreement for the 2007/08 school year. The provisions of the agreement are expected to be similar to the prior agreement with the primary goal of having the HSRO on the MHS campus as much as possible.

STAFF RECOMMENDATION

Approve the agreement subject to final language approval of the City Manager and City Attorney.

Attachment: Agreement

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

THIS AGREEMENT, made and entered into this 30th day of August, 2006, 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."

WITNESSETH

WHEREAS, MUSD desires to contract with City for the provision of certain law enforcement services 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 Department (Sheriff); and

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

WHEREAS, MUSD has requested City and Sheriff to deploy a Deputy Sheriff position at MHS for approximately ten (10) hours each week school is in session, hereinafter referred to as the "Assigned Position" or the person in the "Assigned 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 Assigned Position at MHS for up to ten (10) hours each week school is in session on Wednesdays and Thursdays. The services to be provided are those referenced in attached Exhibit "A."

2. The hourly rate shall be the monthly rate billed to the City by the Sheriff for the Assigned Position divided by 150. City agrees not to charge its usual and customary administrative costs for billable services, and City further agrees to pay for vehicle costs related to this service as well as City and Moorpark Police administrative and supervision costs related to this Agreement. The City agrees to provide MUSD, upon request, 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 10. below and/or withhold an equal or lesser amount of any payments owed by the City or its Redevelopment Agency to MUSD

under other existing agreements or obligations. MUSD acknowledges that the rates for law enforcement services including the Assigned Position 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. Maximum payment from the District to the City for services shall be no more than \$40,000.00 for 2006/07 fiscal year.

4. The parties agree that at any time the Assigned Position may come onto the MHS campus at times other than those requested by MUSD and such time will not be billed to MUSD.

5. The parties acknowledge that the services requested by MUSD may not be provided if at any time the person in the regularly Assigned Position is not available for any reason as determined by Sheriff, with or without notice. Sheriff will use its best efforts to advise MUSD and City in advance if such event occurs.

6. The parties agree to hold no less than semiannual (January and June) 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 (Community Services Officer or Detective Sergeant) of the Assigned Position, 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 Assigned Position.

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

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

8. MUSD agrees to have appropriate administrative personnel immediately notify the Assigned Position of any potential event or issue that requires immediate attention while the person in the Assigned Position is on campus at MHS.

9. The parties agree that attendance at MHS or MUSD activities or events such as interscholastic sporting events or dances shall be billed consistent with City and Sheriff policies and procedures. The regular hours of the Assigned Position shall not be adjusted for such purposes without the prior approval of the City and Sheriff.

10. This Agreement may be terminated or suspended with or without cause by either party at any time with no less than five (5) 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.

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

12. MUSD will designate in writing a primary and alternate contact at MHS for the Assigned Position and his/her immediate supervisor (Community Services Officer or Detective Sergeant).

13. 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.

14. 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: Ventura County Sheriff's Department
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, which 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.

15. 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 Assigned Position 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.

16. In performing this Agreement, City and its agents shall not utilize any individual who may come into contact with District students if such individual (a) has been convicted of or faces charges for a serious or violent felony as defined by California Education Code section 45122.1 or (b) has been convicted of a controlled substance offense or sex offense as defined by Education Code section 45123. City hereby warrants that its agents or employees who may come into contact with District students have not been convicted of or face charges for the preceding offenses. Pursuant to Education Code section 45125.1, City agrees that its agents and employees who may come into contact with District students shall submit Live Scan fingerprints to the California Department of Justice for criminal background checks. City shall ensure that its agents and employees will not come into contact with District students until obtaining Live Scan clearances. At District's request, City shall provide District with documentation of such clearances. District hereby reserves the right to terminate this Agreement should City or its agents or employees have any criminal history that might compromise student safety.

17. 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.

18. 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.

19. 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.

20. The term of this agreement is from August 30, 2006, through June 15, 2007, unless sooner terminated as provided for in this Agreement. By mutual agreement, the parties may renew the agreement for subsequent years.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

CITY OF MOORPARK:

MOORPARK UNIFIED SCHOOL DISTRICT:

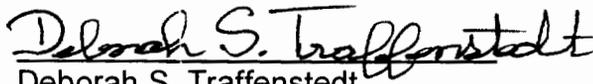


Steven Kueny
City Manager



Ellen Smith
District Superintendent

ATTEST:



Deborah S. Traffenstedt
City Clerk



EXHIBIT "A"

The assigned Sheriff personnel may provide the following services during the contracted hours:

1. Resource information and referrals to students.
2. Communication and interaction with MHS administration, staff, and parents.
3. Take appropriate action consistent with Sheriff's procedures in the criminal investigation, apprehension, and arrest of persons involved in commission of crimes. When consistent with Sheriff's procedures and whenever possible, allow the appropriate MHS administrative personnel to conduct an interview of a student prior to removing the student from the MHS campus.
4. Advise MHS administrative personnel on school security issues.
5. When requested by MHS administrative staff, teach anti-drug and anti-violence programs.
6. Support MHS in regards to enforcement of school policies.
7. When requested by MUSD, attend School Attendance Review Board (SARB) to address law enforcement matters.