



CITY COUNCIL AGENDA REPORT

MEETING DATE: September 15, 2009

ITEM NUMBER: VI-5

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICERS

DATE: SEPTEMBER 1, 2009

FROM: POLICE DEPARTMENT / FIELD OPERATION SERVICES DIVISION

PRESENTATION BY: KEITH DAVIS, POLICE SERGEANT

FOR FURTHER INFORMATION CONTACT: KEITH DAVIS, POLICE SERGEANT (714) 754-5053

RECOMMENDATION:

Approve the attached Memorandum of Understanding between the City of Costa Mesa and the Newport-Mesa Unified School District, concerning the extension of the School Resource Officer Program.

BACKGROUND:

In 1999, the Newport Beach Police Department entered into an agreement with the Newport-Mesa Unified School District (NMUSD) to provide two (2) officers to staff a new School Resource Officer (SRO) Program for the two (2) high schools and the one (1) intermediate school, located within their city. Their program was implemented on February 17, 2000, and is still in effect. To date, both the police department and district representatives have viewed the result of their program favorably.

Based in part on the success of Newport Beach's program and the other articulated facts, in 2001, our department pursued an SRO Program to provide two (2) officers to staff a program for our City's two (2) high schools and one (1) intermediate school. The City, along with district officials subsequently approved the implementation of our program on May 9, 2001 through the signing of a Memorandum of Understanding between the City and Newport Mesa Unified School District. Thus far, Police Department staff and the district have viewed it as being a successful program and a benefit to all parties involved.

During August 2007, the City Council approved two new positions for the Police Department's Operational Budget, and the Chief of Police made the determination to use these positions to add two more SROs to enhance our efforts to reduce gang and youth related criminal activity in the City. The Police Department staffs four (4) SRO positions. One officer is assigned to work with Costa Mesa High School (grades 7 through 12). One officer is assigned to work at Estancia High School (grades 9 through 12) One officer is assigned to work at TeWinkle Middle School (grades 7 and 8), and the fourth officer provides services at Rea, Pomona, Whittier, Wilson, and Victoria campuses. The City of Costa Mesa and the Newport-Mesa Unified School District entered into an agreement to participate in the school resource officer program. The current agreement commenced on August 31, 2007 and expired on August 30, 2009.

ANALYSIS:

School Resource Officers prevent problems that might otherwise result in an emergency call for police services, thereby reducing the burden on patrol officers. Often, School Resource Officers accomplish this by their mere presence on campus. Students realize that with an officer present on campus, they likely will be arrested if they break the law. In addition, many students tell School Resource Officers when trouble is anticipated, and the officers then take steps to control it.

The School Resource Officers are present on school campuses to ensure the safety and security of our schools. School Resource Officers respond to and handle all criminal acts occurring on school campuses and the immediate vicinity. In this respect, School Resource Officers conduct the initial investigation on a variety of crimes such as child abuse, assaults, thefts, graffiti, and narcotics related crimes. They also provide immediate and direct support to the school administration and security staff.

Since its inception, the School Resource Officers' primary mission is to prevent, detect, and deter school violence before it strikes. As an example, they are directly involved in the enforcement and suppression of gang activity on campus and it is their goal to ensure that local schools are a gang free learning environment. Criminal street gangs are organized groups that are often involved in drugs, weapons trafficking, and violence. The presence of gangs in public schools stimulates a climate of fear amongst students, parents, and teachers. Additionally, street gangs also increase the incidents of violent actions and outbreaks on campus. The School Resource Officers and Gang Enforcement Unit are now integrated and work as one cohesive unit. Intelligence gathering and sharing have become more efficient thus disrupting gang members' criminal activities on campus and in the community. The School Resource Officers are also in a position to obtain critical intelligence and obtain early warning on critical security issues.

ALTERNATIVES CONSIDERED:

A possible alternative would be to discontinue the program and handle any on campus calls for service or other police needs with the assigned area/beat officer. Such an alternative could negatively affect staffing levels utilized to handle calls in other areas throughout the community. Based on the positive impact the officers have had on students and district personnel, along with issues that have presented themselves to officers and officials, four (4) officers appear to be a necessity.

FISCAL REVIEW:

The annual salary and benefits cost for four (4) officers is \$647,231.00. The Newport-Mesa Unified School District will be responsible for half of the total salary and benefits, which is \$323,615.50. The City is responsible for the other half of the funding through the Police Department's budget.

LEGAL REVIEW:

The City Attorney's Office has approved the Memorandum of Understanding as to form.

CONCLUSION:

Staff recommends approval of the Memorandum of Understanding between the City of Costa Mesa and the Newport-Mesa Unified School District.



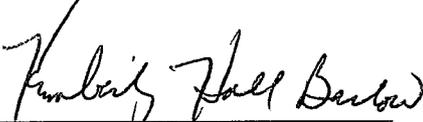
KEITH DAVIS
Sergeant



CHRISTOPHER SHAWKEY
Chief of Police



MARC R. PUCKETT
Finance Director



KIMBERLY HALL BARLOW
City Attorney

ATTACHMENTS: 1 MOU BETWEEN THE CITY OF COSTA MESA AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT

**AGREEMENT BETWEEN THE CITY OF COSTA MESA
AND THE NEWPORT-MESA SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, entered into this _____ day of September, 2009, (Execution Date) by and between the CITY OF COSTA MESA, a municipal corporation (CITY) and the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (DISTRICT) is made in light of the following:

MISSION STATEMENT

It is the stated goal of this agreement to have a working partnership between the City of Costa Mesa and the Newport-Mesa Unified School District so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

RECITALS

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. DISTRICT is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.
- C. DISTRICT in need of special services available through the School Resource Officer Program (the special services are described in Section 2 and are referred to collectively as the "Services").
- D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.
- E. CITY employs sworn peace officers specially trained, experienced and competent to provide the Services and CITY is willing to provide Services to DISTRICT on the terms and in the manner provided in this AGREEMENT.
- F. CITY and DISTRICT are joining together in a collaborative effort to provide two (2) School Resource Officers (SROs). The SRO's primary assignments are to work with the school communities to help provide a safe and secure environment for all. The SROs will spend a minimum of 75% of their time allocated in this agreement in and around the assigned schools.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on August 31, 2009. This AGREEMENT shall expire on August 31, 2011, unless terminated as specified in Section 7.

2. CITY SERVICES

a. **Services – General.** CITY provide four (4) full time sworn peace officers with the Costa Mesa Police Department to function as School Resource Officers (Officers). The School Resource Officers shall perform services under the supervision and control of the Costa Mesa Chief of Police (Chief of Police). The type and manner of performance of the Services should promote safety in the learning environment. The Services contemplated by this AGREEMENT are limited to Costa Mesa High School (CMHS), Estancia High School (EHS), Tewinkle Middle School, and any Elementary Schools in need of officer presence.

b. **Services – Mandatory.** CITY shall perform the following services:

i. Establish and maintain a liaison between DISTRICT personnel, Costa Mesa Police Department personnel, and elements of the juvenile justice system.

ii. Serve as a resource to DISTRICT employees such as administrators, faculty and security personnel as well as students and their guardian(s) on all law enforcement-related issues including crime prevention and investigations.

iii. The officer assigned to EHS shall also perform the Services described in Paragraphs (i) and (ii) at Tewinkle Middle School, subject to the discretion of the Chief of Police to make assignment changes.

c. **Services – Discretionary.** CITY may, in the sole discretion of the Officer and/or his/her supervisor, perform the following services:

i. Conduct patrol activity in and around the designated Campuses.

- ii. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
- d. **Services – Security.** The Services performed by Officers pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT.

3. DISTRICT DUTIES

In addition to other duties specified in this AGREEMENT, DISTRICT shall do the following:

- a. **Staff Liaison.** DISTRICT will designate a staff member to serve as a liaison to the Costa Mesa Police Department to facilitate communication between DISTRICT personnel and the Officer and coordinate the Officer's activities with DISTRICT activities and events.
- b. **District Personnel – Cooperation.** DISTRICT personnel shall cooperate with the Officer to facilitate his/her performance of Services pursuant to this AGREEMENT.

4. OPERATIONAL PROCEDURES

- a. **Uniformed Officers.** The Officer will perform his/her duties in full police uniform. This will include safety equipment designated for use by sworn field personnel pursuant to Costa Mesa Police Department policies and practice.
- b. **Services – Timing.** CITY shall provide the four (4) Officers to DISTRICT with each Officer providing services four (4) days a week and ten (10) hours each day. CITY shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant CITY personnel policies or labor agreement, CITY shall use its best efforts to schedule Officers so that at least one (1) of the two Officers is on duty each day that school is in session and that each Officer can be present during special school activities.

5. FUNDING

- a. **Personnel.** CITY is required to maintain four (4) sworn peace Officers to provide the Services required by this AGREEMENT.
- b. **Funding of Personnel.** CITY in its sole discretion shall determine which officers will be assigned to perform the Services. DISTRICT shall pay CITY one hundred percent (100%) of the total compensation paid to two (2) of the Officers by CITY. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as modified from time to time, during the Term.
- c. **Funding – Supplemental Services.** DISTRICT may request CITY provide additional services (services in addition to those performed during the normal four (4) day, ten (10) hour work week) by an Officer during evening or weekend events such as PTA meetings, Back-to-School Nights, Open House(s), sporting event(s), dance(s), prom(s), or other DISTRICT-sponsored events. CITY shall use its best efforts to provide the requested services by the Officer assigned to the campus at which the event or activity is scheduled. DISTRICT shall pay CITY all costs that CITY incurs in providing additional services as requested by the DISTRICT representative, with the understanding that CITY is generally required to pay Officers at least one and one-half (1 ½) times their regular rate of pay for overtime.
- d. **DISTRICT payments.** DISTRICT shall pay the total compensation of two (2) of the Officers within thirty (30) days of receipt of an invoice submitted no earlier than sixty (60) days after the Effective Date. Thereafter, DISTRICT shall pay its share of the total compensation of the two (2) of the Officers within thirty (30) days of receipt of invoices submitted quarterly (ninety [90] days after initial invoice). DISTRICT shall pay for supplemental services within thirty (30) days of receipt of an invoice from CITY.

6. SPECIAL PROVISIONS

- a. **Selection of Officer(s).** The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidates. The Chief of Police, in his sole discretion, shall select the Officers to be assigned from the eligible candidates (or from other qualified staff, should no one express an interest). The Chief of Police shall consider input from the DISTRICT representatives as to the selection of the Officers, but the Chief of Police's decision shall be final.

- b. **Special Events.** The School Resource Officer Program shall not supplant or alter the existing DISTRICT practice of hiring Costa Mesa Police Department personnel for the purpose of policing special events. However, if the DISTRICT has requested the Officer's presence at an event, or requested supplemental services to be provided by the Officer, he/she may be used as one officer hired to police a special event at his/her assigned campus.
- c. **Grant Administrative Requirements.** The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

7. TERMINATION

DISTRICT or CITY may terminate this AGREEMENT without cause anytime after the Effective Date, by giving a thirty (30) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

8. INDEMNIFICATION

- a. **District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the DISTRICT'S negligent performance of this AGREEMENT. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers and employees of the CITY.
- b. **City's Obligations.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising

out of or in any way connected with CITY'S negligent performance of this AGREEMENT. CITY assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT.

9. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE / REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive notices and act in their behalf in the administration of this AGREEMENT.

CITY Chief of Police
 Costa Mesa Police Department
 99 Fair Drive
 Costa Mesa, CA 92626

DISTRICT Deputy Superintendent Business Services
 Newport-Mesa Unified School District
 2985 Bear Street
 Costa Mesa, CA 92626

11. NO THIRD PARTY BENEFICIARY

This AGREEMENT, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed.

CITY OF COSTA MESA
A Municipal Corporation

By: _____
Allan Mansoor, Mayor
City of Costa Mesa

Date: _____

NEWPORT-MESA SCHOOL DISTRICT

By: _____
Paul Reed, Deputy Superintendent
Business Services

Date: _____

ATTEST:

Julie Folcik, City Clerk
City of Costa Mesa

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kimberly Hall Barlow, City Attorney
City of Costa Mesa

Christopher Shawkey,
Chief of Police
Costa Mesa Police Department