

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA BARBARA
AND SANTA BARBARA UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ___ day of _____, 2013

by and between CITY OF SANTA BARBARA, a municipal corporation (hereinafter referred to as “City”);

and SANTA BARBARA UNIFIED SCHOOL DISTRICT, a public school district of the state of California (hereinafter referred to as “District”)

Whereas, providing for the protection and safety of school children are primary concerns of City and District;

Whereas, prior to the 2009-2010 school year, the City, through its Police Department, funded, staffed and administered a crossing guard program where guards were placed at specified street crossings at District elementary schools within the boundaries of the District and City in order to assist children entering and exiting the elementary school grounds;

Whereas, the City of Santa Barbara’s 2009-2010 budget contained substantial reductions, which included the elimination of the crossing guard program; and

Whereas, in response to the elimination of the crossing guard program, the City and District entered into a Memorandum of Understanding on August 24, 2010, in which the City provided the staffing and administration for the program, while the District agreed to reimburse the City for its costs; and

Whereas, in order to provide for continuation of the crossing guard program for the next three school years, the City and the District have agreed that the City, through the Police Department, will continue to staff and administer the crossing guard program and the District, in return, will reimburse the City crossing guard hours and administration of the program.

NOW, THEREFORE, City and the District express their understanding as follows:

1. CITY’S PARTICIPATION.

City agrees to do the following pursuant to this Memorandum of Understanding:

- A. Assign a crossing guard trained by the City each day that District elementary schools are in session to each street location within the District boundaries that City assigned a crossing guard in the 2014 - 2016 school District years.

B. In the event that City is unable to assign a crossing guard to each street location at each school within the District on a particular school day due to any of the following: (i) a crossing guard position vacancy, (ii) absence from duty of an assigned crossing guard or, (iii) funding considerations that necessitate the relocation or reduction of guards, the City's Police Department contact person shall promptly notify the District's contact person and inform the District of the number of guards to be provided on the particular school day.

C. Assigned crossing guards will be instructed that in the event of an absence from duties on a day when school is in session, the guard shall contact the Police Department Traffic Sergeant at the Santa Barbara Police Department and the District Administrator as soon as possible.

D. The District acknowledges and agrees that in the event of a position vacancy, reassignment of a crossing guard to another District location, absence from duty of a crossing guard on a particular school day, or reduction in the number of guards, the City shall have *no obligation*, express or implied, to provide a substitute or replacement crossing guard. The receipt of notice by District from City that no crossing guard is available or that a particular location will no longer be manned, shall not be construed to impose any obligation express or implied on District to provide a substitute. However, upon termination or vacancy of a crossing guard position, the police department will provide a replacement crossing guard. District does not maintain any crossing guard program and disclaims any and all responsibility to assume any obligations in connection therewith.

E. Submit monthly invoices to the District for reimbursement of half the actual costs to provide the crossing guards. Such costs shall include hourly wages for each assigned crossing guard serving the District plus benefits and program administration costs. Program administration costs shall not exceed six hours per month at an hourly rate of \$53.42. Except as the parties may otherwise agree, the maximum amount of the total annual program cost for each school year shall be:

August 2013 – June 2014	\$39,000
August 2014 – June 2015	\$39,780
August 2015 – June 2016	\$40,576

Additionally, the District agrees to pay for crossing guard costs associated with Peabody Charter School. The maximum amounts for this service shall be:

August 2013 – June 2014	\$7,160
August 2014 – June 2015	\$7,304
August 2015 – June 2016	\$7,450

F. Appoint a City Police Department contact person for the purposes of interacting with the District concerning this MOU and the deployment of crossing guards. The initial person shall be the Police Patrol Division Commander. In the event the contact person for City changes, the City will contact the District within 5 days with new contact person information.

2. DISTRICT.

The District agrees to do the following pursuant to this Memorandum of Understanding:

- A. Remit payment to the City for the crossing guard program in the amount of the invoice received from the City within thirty (30) days of receipt of the City invoice.
- B. Appoint a District contact person to interact and consult with the City Police Department concerning this MOU and the deployment of guards at District schools. The initial contact person shall be Meg Jetté Assistant Superintendent of Business. In the event the contact person for the District changes, the District will contact City within 5 days with new contact person information.
- C. If, due to funding shortfalls for the crossing guard program, guard vacancies or absences, guards are not provided to all schools at all locations on particular school days, the District and City shall confer and jointly determine the locations with the greatest need for guard placement.
- D. The receipt of notice by District from City that a crossing guard is not available or that a particular location will not be manned, shall not be construed to impose any obligation on District to provide a substitute or replacement crossing guard. District does not maintain any crossing guard program and, except as provided herein, disclaims any and all responsibility to assume any obligations in connection therewith.

3. CONTROL AND SUPERVISION OF CROSSING GUARD PROGRAM.

The District and the City agree and understand that any City personnel assigned to crossing guard duties will be City of Santa Barbara hourly or regular employees and will report exclusively to the Chief of Police of Santa Barbara. The District further agrees and understands that the Chief of Police has the *sole* authority to direct and supervise the crossing guards who will serve as guards at locations within the District boundaries.

4. TERM AND TERMINATION.

This MOU shall commence on July 1, 2013 and shall terminate on June 30, 2016, which represents the last day of instruction for most schools.

5. COMPLIANCE WITH LAWS AND REGULATIONS.

City and the District agree they will use their best efforts to comply with all federal, state and City laws and regulations applicable to this MOU.

6. GENERAL PROVISIONS.

- A. **Notices.** Notice to the District shall be deemed given when (i) the notice is enclosed in any envelope, addressed, and (ii) that envelope is deposited in the United States mail with postage fully prepaid.

Notice to the District shall be addressed as follows:

Santa Barbara Unified School District
Attn: Meg Jetté, Assistant Superintendent of Business Services
720 Santa Barbara Street
Santa Barbara, CA 93101

Notice to City shall be addressed as follows:

City of Santa Barbara
Police Department Business Office
215 East Figueroa Street
Santa Barbara, CA 93101

B. Interpretation. This MOU shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this MOU shall be, in all cases, construed according to its fair meaning and not strictly for or against the City or the District.

C. No Third Party Beneficiaries. This MOU is made and entered into for the sole use of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

D. Corporate Authority. The person(s) executing this MOU on behalf of each of the parties hereto represent and warrant that such party, if not an individual, is duly organized and existing, they are duly authorized to execute and deliver this MOU on behalf of said party.

E. Entire MOU. This MOU constitutes the entire agreement between City and the District with respect to the subject matter hereof and it supersedes all prior MOUs, discussions, and negotiations, oral and written. This MOU may not be amended or modified in any respect whatsoever except by an instrument in writing, approved by the City and signed by City and the District.

F. Execution of MOU. This MOU may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date first written above.

CITY OF SANTA BARBARA

SANTA BARBARA UNIFIED SCHOOL DISTRICT

BY: _____
James L. Armstrong
City Administrator

BY: _____
David E. Cash
Superintendent

APPROVED AS TO CONTENT:
Camerino Sanchez, Police Chief

APPROVED AS TO FORM:

GRIFFITH & THORNBURGH, LLP

BY: _____
Frank Mannix, Deputy Police Chief

BY: _____
Craig Price, General Counsel
Santa Barbara Unified School District

APPROVED AS TO FORM:
Stephen P. Wiley, City Attorney

BY: _____
John Doimas
Deputy City Attorney