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DEPARTMENT OF
POLICE

ARTURO VENEGAS, JR.
CHIEF OF POLICE

CITY OF SACRAMENTO
CALIFORNIA

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April 22, 1998

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: AGREEMENT WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
TO PROVIDE POLICE SERVICES

LOCATION AND COUNCIL DISTRICT: City Council Districts 4, 5, 6, 7 and 8

RECOMMENDATION:

The Police Department recommends that the City Council adopt the attached resolution approving an agreement with the Sacramento City Unified School District to provide police services at City school campuses from May 8, 1998 through June 12, 1998. The Police Department is also requesting an augmentation of \$78,390 to the Department's FY 1997/1998 operating budget. This augmentation will be fully offset by the revenue received from the Sacramento City Unified School District.

CONTACT PERSON:

Lieutenant Jeffrey Gibson, Office of Investigations, 264-7410

FOR COUNCIL MEETING OF: May 7, 1998

SUMMARY:

The Police Department is requesting approval to execute an agreement with the Sacramento City Unified School District in the amount of \$78,390 to provide police services at City school campuses. This agreement will provide police officer support for general school and community safety. The Sacramento City Unified School District has agreed to fund the use of police

The mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property; solve neighborhood problems, and enhance the quality of life in our City.

officers on an overtime basis to provide school security. This agreement will be in effect from May 8, 1998 through June 12, 1998.

COMMITTEE/COMMISSION ACTION:

None

BACKGROUND:

Because of intense public concern for school safety, the Sacramento City Unified School District has requested that the Sacramento City Police Department provide uniformed officers at Sacramento city high schools and selected middle schools. This agreement provides overtime funding for police officer services, Monday through Friday, 11:00 A.M. to 4:00 P.M., through June 12, 1998. The Police Department will retain full authority to direct and control the activities of the officers.

Their duties and responsibilities will include:

- Investigating serious conduct or incidents
- Resolving conflicts, gang issues and campus safety issues
- Collaborating with the school principal on safety problems
- Policing campus grounds and nearby areas
- Providing traffic enforcement

The Police Department will assign two officers to each of the following high schools when school is in session. Each high school also has secondary sites where the officers will respond if necessary.

1. Luther Burbank High School, 3500 Florin Road
Secondary site: Fern Bacon Middle School, 4104 Cuny Avenue
2. John F. Kennedy High School, 6715 Gloria Drive
3. Thurgood Marshall Alternative School, 1400 Dickson Street
Secondary site: Charles M. Goethe Middle School, 2250 68th Avenue
4. Hiram Johnson, 6879 14th Avenue
Secondary sites: Will C. Wood Middle School, 6201 Lemon Hill Avenue
Hiram Johnson West Campus, 5022 58th Street

5. Sacramento High School, 2315 34th Street
Secondary site: American Legion Continuation School, 3801 Broadway

6. C.K. McClatchy High School, 3066 Freeport Boulevard
Secondary site: California Middle School, 1600 Vallejo Way

This agreement is expected to have no effect upon the Police Department's minimum staffing requirements for patrol. Because the overtime specified in the agreement is for day shifts, Monday through Friday, the work shifts that usually have higher work load demands, i.e., evening and weekend shifts, should not be affected.

FINANCIAL CONSIDERATIONS:

The total contract amount for providing police services will be \$78,390. The Sacramento City Unified School District will contract for 12 officers for five hours per day, Monday through Friday, on an overtime basis. The Police Department will be fully reimbursed by the Sacramento City Unified School District for the cost of providing police officers. No additional police officers will be hired to implement this agreement.

POLICY CONSIDERATIONS:

Approval of this agreement is consistent with past practices. The Sacramento Police Department has previously provided police officers for Sacramento City school security through the Department's supplemental off-duty employment program. Through the off-duty program the Police Department was unable to consistently fill a sufficient number of positions. In this agreement, the Sacramento City Unified School District has agreed to pay the police officers overtime to provide an incentive.

ENVIRONMENTAL CONSIDERATIONS:

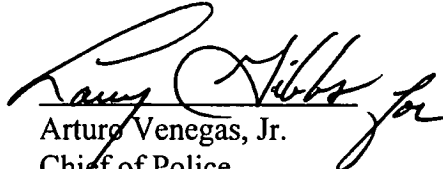
This proposal does not constitute a "project" and is therefore exempt from the California Environmental Quality Act according to CEQA guidelines Section 15061 (b)(1) and 15378(b)(3).

City Council Report
Re: Police Department Services Agreement
April 22, 1998
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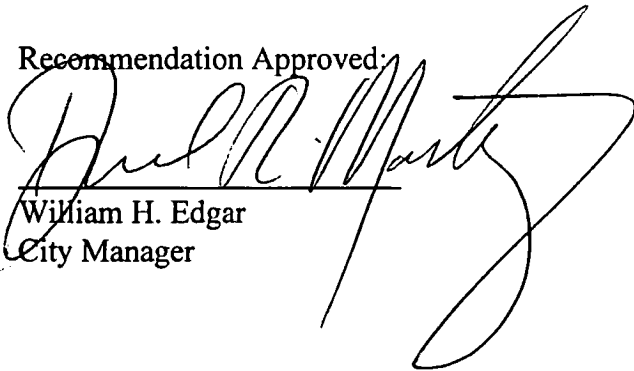
MBE/WBE EFFORTS:

No goods or services will be purchased as a result of this grant award.

Respectfully submitted,


Arturo Venegas, Jr.
Chief of Police

Recommendation Approved:


William H. Edgar
City Manager

AV:cm

Attachment
REF: 4-22

WITHDRAWN
MAY 7 1998
BY THE CITY COUNCIL
OFFICE OF THE CITY CLERK

APPROVED
BY THE CITY COUNCIL
MAY 7 1998
OFFICE OF THE CITY CLERK

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO PROVIDE POLICE SERVICES AT CITY SCHOOL CAMPUSES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

1. The City Manager, or a designated representative, is hereby authorized to execute on behalf of the City of Sacramento, an agreement with the Sacramento City Unified School District, including any extensions or amendments thereof, to provide police services for Sacramento City schools.
2. The General Fund Revenue Budget for FY 97/98 is amended to include an additional \$78,390 (101-210-2161-3599).
3. The Police Department's Operating Budget for FY 97/98 is increased by: \$39,195 (101-210-2162-4110) and \$39,195 (101-210-2163-4110).

MAYOR

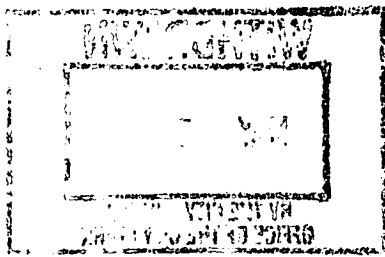
ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
POLICE SERVICES AGREEMENT
1997-1998**

This contract is entered into on this _____ day of _____, 1998, between the Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as "District," and the City of Sacramento, a municipal corporation hereinafter referred to as "City." Collectively, the City and District are referred to as "the Parties."

1. **Police Services** The City hereby agrees to provide to the District city Police Officer services as described below:

A. Fully uniformed police Officer coverage as follows:

- 11:00 a.m. - 4:00 p.m. Luther Burbank High School, 3500 Florin Road, Sacramento, CA 95823
Secondary site: Fern Bacon Middle School, 4104 Cuny Avenue, Sacramento, CA 95823
2 Officers
- 11:00 a.m. - 4:00 p.m. John F. Kennedy High School, 6715 Gloria Drive, Sacramento, CA 95831
2 Officers
- 11:00 a.m. - 4:00 p.m. Thurgood Marshall Alternative School, 1400 Dickson Street, Sacramento, CA 95822
Secondary site: Charles M. Goethe Middle School, 2250 68th Avenue, Sacramento, CA 95822
2 Officers
- 11:00 a.m. - 4:00 p.m. Hiram Johnson, 6879 14th Avenue, Sacramento, CA 95820
Secondary sites: Will C. Wood Middle School, 6201 Lemon Hill Avenue, Sacramento, CA 95824, Hiram Johnson West Campus, 5022 58th Street, Sacramento, CA 95820
2 Officers
- 11:00 a.m. - 4:00 p.m. Sacramento High School, 2315 34th Street, Sacramento, CA 95817
Secondary site: American Legion Continuation School, 3801 Broadway, Sacramento, CA 95817
2 Officers
- 11:00 a.m. - 4:00 p.m. C.K. McClatchy High School, 3066 Freeport Boulevard, Sacramento, CA 95818
Secondary site: California Middle School, 1600 Vallejo Way, Sacramento, CA 95818
2 Officers

City will assure that an Officer (or Officers), as specified above, shall be present at each site, at the times and places noted above, Monday through Friday of each week, except student break days and other periods, as the District may designate and CITY holidays. Any officer may perform services outside the time period set forth in this Agreement, when necessary to complete reports or conduct enforcement or investigation activities.

B. Each site shall have one marked City police vehicle available at all times for the officer's use.

C. Each officer shall have the following duties and responsibilities:

- Collaborate with the school principal on safety problems;
- Be available to resolve conflicts, fights, gang related issues, and campus safety issues;
- Provide support and training for general school and community safety;
- General policing in and around campus grounds;
- Investigate serious conduct or incidents, including, but not limited to: drugs, gangs, and firearm/shooting incidents; and
- Provide traffic enforcement.

D. City shall be solely responsible for the training and supervision of each officer who provides services to the District under this Agreement. The City shall retain full authority to direct and control the activities of the officers and supervise and discipline the officers in accordance with City civil service rules and collective bargaining agreement(s). The officers shall act in accordance with the Sacramento Police Department (SPD) General Orders.

2. **Term** This agreement shall commence on May 12, 1998, and shall continue through June 12, 1998, not to exceed twenty six (26) school days. If the term is further extended, the parties shall attach to this Agreement, an addendum executed by both parties setting forth the extended term.

3. **Payment** The District will pay the City for police officer services rendered under this Agreement, at the hourly rate of Fifty Dollars and Twenty-Five Cents (\$50.25) per hour for the time periods described in paragraph 1 of this Agreement. This amount includes the cost for use and presence of a City Police vehicle at each site to cover a period of not to exceed twenty-six (26) days or one thousand five hundred and sixty (1560) billable hours for a total amount not to exceed Seventy-Eight Thousand Three Hundred Ninety dollars (\$78,390.00). The City shall submit monthly invoices to the District to the attention of: Dr. Francisca A. Miranda, Associate Superintendent, Secondary Schools, 520 Capitol Mall, Sacramento, CA 95814. Payment will be made within thirty (30) days after receipt of the invoice.

4. **Independent Contractor** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide police services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The police officers rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The City shall be responsible for tax withholding as requested by the police officers. Each police officer shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of police services under this Agreement. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for all police officers who render services under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contribution Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification**

A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorney's fees, sustained by the District by virtue of any damage(s) to any person(s), firm, or corporation that may be injured by or to any property that may be damaged by the sole fault or negligence of the City, its officers, agents or employees.

B. The District shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or negligence of the District, its officers, agents or employees.

C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

E. The Parties shall establish procedures to notify the other party of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. Written notification shall be provided within thirty (30) days of receipt. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

6. **Insurance** Prior to the commencement of services and during the term of this Agreement, each party shall provide to the other party a current certificate of policy evidencing its comprehensive general liability insurance coverage or self-insurance in sum not less than \$1,000,000.00 combined single limit per occurrence. Each Party will also provide the other party with a written endorsement to such certificate of policy naming the other party as an additional insured. Any and all insurance coverage may be provided by a Joint Powers Authority or other self-insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation. Coverage under this paragraph expressly excludes coverage for damages arising out of the sole fault or negligence of the additional insured, its officers, agents, or employees.

7. **Termination** This Agreement may be terminated by either party, at any time prior to the end of the term, with or without cause, upon delivery of a written Notice of Intent to Terminate to the other party. Such notice shall be served by personal delivery or certified or first class mail, postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date, whichever is sooner. The date of termination shall be the date that is thirty (30) calendar days after the date on which the Notice of Intent to Terminate is received. In the event of termination, the District will compensate the City for services rendered to the date of termination. The rights and obligations of the parties as set forth in Paragraph 5 (Indemnification) and 6 (Insurance) shall survive the termination for a period of three (3) calendar years, and any claim for indemnity or contribution with respect to these provisions shall be made within that time. All other rights and obligations of the parties shall cease upon termination of this Agreement.

8. **Assignment** This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or his, her

or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by all covenants, obligations, and agreements contained in this Agreement.

9. Notices Any notices, request, demands or other communications required or permitted to be given under this Agreement shall be in writing. Such notice shall be served by personal delivery or registered or certified or first class mail, postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date, whichever is sooner, when properly addressed as follows:

DISTRICT: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
3051 Redding Avenue
Sacramento, CA 95820
Attention: JoAnne Sulli
Contracts Officer

With a copy to: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Legal Counsel
Mr. Martin Fine
520 Capitol Mall
Sacramento, CA 95814

CITY: SACRAMENTO CITY POLICE
Joseph E. Rooney Facility
5303 Franklin Blvd.
Sacramento, CA 95820
Attention: Capt. Steve Segura

10. Entire Agreement/Modification This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

11. Binding on Successors and Assigns This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

12. **Attorney's Fees** In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys and costs incurred in such action or proceeding in such an amount as the court may judge reasonable. Further, any controversy or claim arising out of or relating to this contract, or a breach of this contract, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

13. **Severability** Should any term or provision of this Agreement be determined to be illegal or in conflict with any federal law or law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

14. **California law** This Agreement shall be construed and enforced in accordance with and governed by the laws and decisions of the State of California. The parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

15. **Waiver** Waiver by either party of any breach, default or condition precedent shall not constitute a continuing waiver or a waiver of any other subsequent breach, default or condition precedent or any other right hereunder.

16. **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. **Captions** The headings or captions to the sections or paragraphs of this Agreement are for convenience and reference only. The words in the heading or captions in no way explain, modify, amplify, or interpret this Agreement. The captions are not to be construed in any way as a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

18. **Confidentiality of CITY Information** During performance of this Agreement, District may gain access to and use City information regarding, but not limited to, written Police Department procedures, policies, training, operational practices and other vital police information, data, and other vital written information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. District agrees to protect all City Information, whether provided in writing or in digitized or tape format and to treat such City Information as strictly confidential. District further agrees that it will not at any time, either directly or indirectly, divulge, disclose or communicate in writing such City Information to any third party without the prior consent of City.

Notwithstanding the foregoing, District may comply with an order issued by a court of competent jurisdiction to submit City Information for the court's review or to release City Information to a third party. District agrees that upon receipt of a California Public Records Act request or a subpoena for any City Information, it shall give written notice to City no more than five (5) days from the date it receives such request or subpoena. City agrees to defend District in the event that District receives a request under the California Public Records Act for release of City Information in District's possession. If City complies with the provisions set out in this paragraph, District's unauthorized release of City Information shall be deemed a material violation of this Agreement and will justify City's entitlement to legal and/or equitable relief.

19. **Compliance with Laws and Regulations** District shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to its obligations under this Agreement.

20. **Nondiscrimination** In the performance of the services or obligations required by this Agreement, neither City nor District shall discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation.

21. **Ambiguities** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

22. **No Agency** No party, except as may be specified in writing, shall have authority, express or implied, to act on behalf of any other party in any capacity whatsoever as an agent. No party shall have authority, express or implied, pursuant to this Agreement to bind any other party to any obligation whatsoever.

23. **Ratification by Board of Education** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code section 39656, SCUSD Board Regulation R-7190 and SCUSD Board Resolution 1768. This Agreement was approved by the board at its meeting _____, 1998.

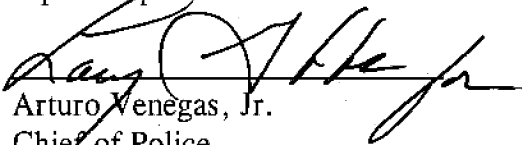
24. **Authority.** The person signing this Agreement for each Party hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of that Party.

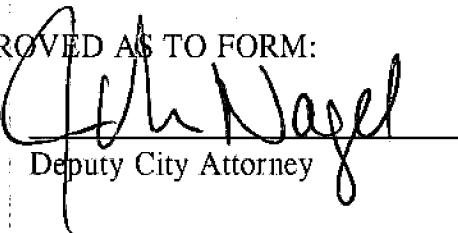
Executed as of the day and year first stated above at Sacramento, California, by:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
A Political Subdivision of the State of California

By: _____
Laura A. Bruno
Chief Financial Officer

CITY OF SACRAMENTO
A Municipal Corporation

By: 
Arturo Venegas, Jr.
Chief of Police

APPROVED AS TO FORM:
By: 
Deputy City Attorney

ATTEST:
By: _____
City Clerk