

8A10-00185



2009-0908

With: Sacramento City Unified School District
Title: School Resource Officer
Agreement with Sacramento City Unified School District

THIS AGREEMENT ("Agreement") is entered into as of 10/7, 2009, by and between the CITY OF SACRAMENTO, a municipal corporation, and the City

June 30, 2014.

3. **SCOPE OF WORK**

City agrees to assign eleven (11) officers and one (1) sergeant (collectively, the "Police Officers") as the minimum staffing level under this Agreement. The Police Officers shall be

selected by a panel consisting of _____ of the _____ of _____

Department and District personnel (the "Joint Panel"). The Police Officers, as selected by

parent, faculty and school administrator. If a problem arises concerning the performance of duties by a Police Officer, the principal or his/her designee shall state such concerns in writing and direct them to the District Superintendent or his/her designee. The

Superintendent or his/her designee shall establish and implement a process to address the

The Police Officers assigned to the District shall report to the Superintendent of the

... of the District's water and wastewater services to the District's operations of its

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

discharge its obligations hereunder.

10. METHOD OF PAYMENT

City shall invoice the District in three separate invoices for the services of each Police Officer and the vehicle costs in accordance with Exhibit B, and the terms of this Agreement. The billing schedule for payment will include the following time periods: 1) September, October, November, December; 2) January, February, March; 3) April, May, June. Invoice amounts for each of three years covered by this Agreement and the one year extension periods are set forth in Exhibit C.

The billing rates set forth in Exhibits B and C reflect a fixed billing amount, which incorporates the cost effect period of summer vacation when the Police Officer is not

assigned to the District.

and any other deductions from income that City is required to make as the employer of the



Police Officers and Supervising Sergeant.

12. NO JOINT VENTURE

This Agreement shall not create among the Parties a joint venture, partnership, joint powers authority, or any other relationship of association.

13. WORKERS' COMPENSATION

The District's responsibility for compensation under this Agreement shall be limited to the provisions of Section 9 and to the salary rates of compensation as set forth in Exhibit B, and the District shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

14. INDEMNITY

District shall assume the defense of and indemnify and hold harmless City from and against all actions or claims against City, its officers, agents or employees from any and all

each party shall bear the proportionate cost of any loss, damage, expense and liability.

attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any

D. Special Provisions

The following requirements as to the types and limits of insurance coverage to be

[REDACTED]

insurance consultant(s) are not intended to and shall not in any manner limit or

Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of

TO CITY: Sacramento Police Department

ATTN: Captain Dan Schiele
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
Phone: (916) 808-0800
Fax: (916) 808-0818

Any Party who decides to change its address for mailing purposes should notify us first

All rights of each Party under this Agreement shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each Party shall bind the successors in interest and assigns of each Party.

27. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The Parties agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Sacramento County, California.

28. INTEGRATION

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding verbal or otherwise, exists between the Parties.

29. PERSONNEL AND OTHER CONFIDENTIAL RECORDS

The District acknowledges that the Police Officers and Supervising Sergeant are subject to the California Public Safety Officers Bill of Rights (Government Code sections 3300. et

seq.) The District shall not take any action that may lead to punitive action against the Police Officers or the Supervising Sergeant, but shall address its concerns to the City for

handling consistent with the Public Safety Officers Bill of Rights.

Personnel records, including records concerning the performance of the Police Officers and the Supervising Sergeant, together with complaints made against the Police Officers and Supervising Sergeant are confidential pursuant to Evidence Code section 832.7 and

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution.

31. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by the each Party's governing body.

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~~The Parties have entered into this Agreement as of the day and year first hereinbefore~~

appearing.

CITY OF SACRAMENTO, a Municipal Corporation and Charter City

By: 

EXHIBIT A

agencies. They will assist the school administration with other government agencies.

COST

Division 1: -2013 Jan - Jun	Extension 2: 2013-2014
\$768,827	\$1,319,820
\$1,268,377	\$1,319,820
\$68.91	\$70.98
\$89.69	\$92.38
2.5%	3%
\$138,240	\$138,240
\$1,407,117	\$1,458,060

HEDULE^{1,2}

Total

9,569
8,240
7,809

3,843
8,240
2,083

2,847
8,240
1,087

8,877
8,240
7,117

9,820
8,240
8,060

SUPPLEMENTAL AGREEMENT

SA11-0156

Project Title and Job Number: School Resource Agreement with Sacramento City Unified School District 2009-0908

Date:

Purchase Order #:

Supplemental Agreement No.:

Extension 2:
2013 -- 2014

\$142,707
\$1,427,065
~~\$1,427,065~~

\$70.98
\$92.38
3%

~~\$149,760~~
~~\$1,576,825~~

SCUSD) BILLING SCHEDULE^{1,2}

	Period 3 --	Annual Total
IS	3 Months	
'1	\$356,871	\$1,189,569
'0	\$46,080	\$138,240
'1	\$402,951	\$1,327,809
'7	\$393,587	\$1,301,667
'0	\$49,920	\$149,760
'7	\$443,507	\$1,451,427
'9	\$401,499	\$1,333,027
'0	\$49,920	\$149,760
'9	\$451,419	\$1,482,787
'0	\$415,650	\$1,371,984
'0	\$49,920	\$149,760
'3	\$463,463	\$1,521,744
'9	\$425,949	\$1,427,065
'0	\$49,920	\$149,760
'9	\$475,869	\$1,576,825

in each invoice