

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SAFE SCHOOLS</u>		
SA16-00255 City of Sacramento Police Department	<p>7/1/14 – 6/30/16: Year two of two-year agreement with the City of Sacramento Police Department to assign eight (8) City Police Officers and one (1) Supervising Sergeant to provide security services at various District school campuses. The Police Officers, also known as “School Resource Officers” (SRO’s), will maintain a highly visible and open presence on each campus to encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community and work with staff in identifying problem areas with a focus on long-term solutions. SRO’s may respond to any campus where security is required.</p> <p>Six SRO’s will be assigned to American Legion, C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont High Schools; two SRO’s will be floaters for all other school sites.</p>	\$1,255,010 (Year Two) General Funds

YOUTH DEVELOPMENT

AGREEMENT FOR PEACE OFFICER ASSIGNMENT

THIS AGREEMENT ("Agreement") is entered into upon approval and signature of the Parties, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter City, hereinafter referred to as the "City," and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, a local public entity, hereinafter referred to as the

[REDACTED]

"District." The City and the District hereinafter may be referred to collectively as the

[REDACTED]

The City and the District have entered into this Agreement with reference to the following facts and circumstances:

- A The District desires to contract with City for assignment of City Police

2. TERM

This Agreement shall be effective from July 1, 2014, through June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

3. SCOPE OF WORK

City agrees to assign seven (7) officers (collectively, the "Police Officers") as the

officers under this Agreement. The Police Officers shall work under the

[REDACTED]

The City shall retain the full responsibility and authority to direct and control the activities of the Police Officers and supervise and discipline the Police Officers in accordance with the collective bargaining agreement between the City and the ~~City's Police Officers Association then in effect. Notwithstanding the foregoing,~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

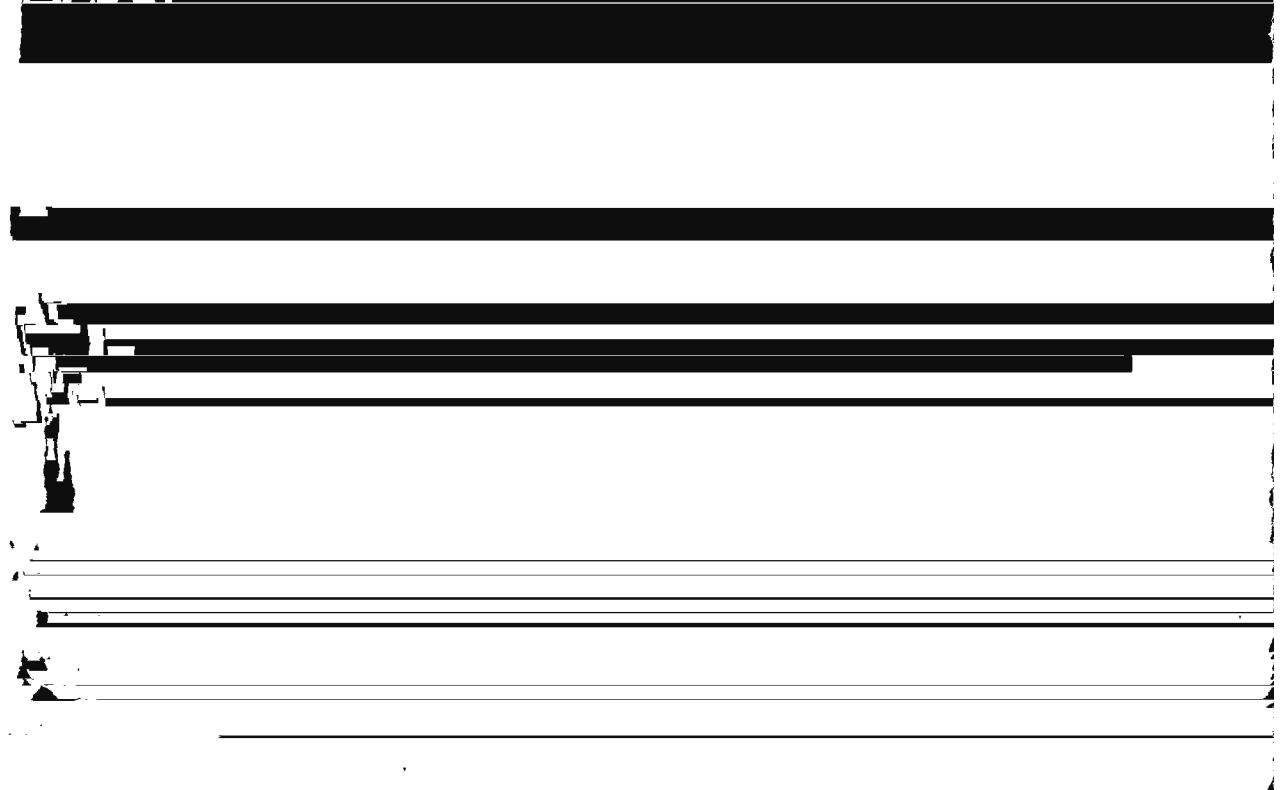
~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

the mutual consent of the District and City.

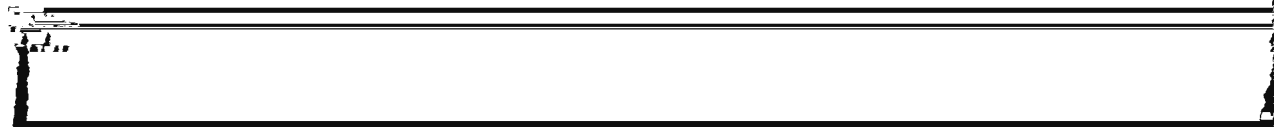
6. PLACE, TIME AND HOUR OF ASSIGNMENT

The Police Officers assigned to the District shall report to the Supervising Sergeant at a location determined by the City and Superintendent or his/her designee. The schedule for City Police Officer duties for the District shall be as designated by the Supervising



Sergeant in consultation with the Superintendent or his/her designee. The work schedules of the Police Officers shall be subject to the restrictions of the collective

bargaining agreements between the City and the Sacramento Police Officers' Association then in effect. The Police Officers shall work as many hours in a single



forth in Exhibit B, pursuant to Section 21 of this Agreement.

The Salary and Benefit rate set forth in Exhibit B is based on the costs of full-time, on-duty officers, exclusive of the District's summer break when the Police Officers are reassigned from the District school campuses to the City. The costs in the Salary and Benefit rate include the straight time costs for sick leave, vacation, holidays, retirement, insurance, Medicare, and incentives.

The Overtime rate set forth in Exhibit D is set at one and one-half times the hourly base salary rate, plus workers compensation, unemployment costs and Medicare. The

[REDACTED]

worked by the Police Officers.

Unplanned overtime costs resulting from duties directly related to the School Resource Officer Program will be billed to SCUSD. Any overtime costs billed to the SCUSD for

[REDACTED]

[REDACTED]

may resolve the dispute by way of mediation or binding decision.

Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable Party in the manner set forth in Section 19.

11. INDEPENDENT CONTRACTOR

[REDACTED]

City shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be

damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full or in part, as a result of active negligence by the District

its officers, agents or employees and except for actions or claims alleging damages

3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the City.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

[REDACTED]

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

District Insurance

[REDACTED]

insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by City pursuant to this agreement, including but not limited to the provisions concerning

[REDACTED]

_____ for _____ of the District _____

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

Comprehensive Business Auto _____

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles

_____ used in pursuit of any of the activities associated with this agreement

18. THIRD PARTY OBLIGATIONS

City shall be solely liable to third parties with whom it enters into contracts. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. CAPTIONS

The headings or captions to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

24. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent

[REDACTED]

jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

25. AMBIGUITIES

Each of the Parties has carefully reviewed this Agreement and has agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

26. SUCCESSORS AND ASSIGNS

All rights of each Party under this Agreement shall inure to the benefit of its successors

in interest and assigns; all obligations and burdens hereunder shall bind the Parties and their

[REDACTED]

Personnel records, including records concerning the performance of the Police Officers, together with complaints made against the Police Officers are confidential pursuant to Evidence Code section 832.7 and Evidence Code sections 1043 and 1046, and the District shall not disclose such records. Any request for disclosure of such records shall be treated as a request for disclosure of confidential records pursuant to the following paragraph.

Each Party shall not disclose records received from the other Party, which has been designated as confidential, including personnel records or student records pursuant to FERPA and California Education Code Section 49073 *et seq.* In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim

of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

30. DISPUTE RESOLUTION

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

CITY OF SACRAMENTO a Municipal Corporation and Charter City

[Handwritten signature]
John City re
City r

[Handwritten signature]

F. Shi
Manager

Attest:
CITY CLERK 8-13-14

Approved as to Form

By
DEPUTY C NEY

SACRAMENTO CITY UNIFIED^{SS} SCHOOL DISTRICT, a local public agency

By: n Ch Busine Officer

n
[Print/type title of signer for District]

SCHOOL RESOURCE OFFICER

BASIC FUNCTION

The School Resource Officer (SRO) will work closely with school staff in identifying specific problems and focus on long-term solutions. The SRO will establish and maintain constant contact with the school administration and respond to any school safety issues. This relationship will provide for comprehensive and immediate

accessibility to police resources.

REPRESENTATIVE DUTIES

The SRO will maintain a highly visible and open presence on each campus to

EXHIBIT A

There are three (3) times that have been determined as "critical" at the high school campuses. These times are: before school, during lunch, and after school. Therefore,

[REDACTED]

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Agreement for Peace Officer Assignment between the City and SCUSD (2014-0756)

Date: 11/28/2015

Purchase Order #:

Sacramento City Unified School District (SCUSD)

Professional Services Agreement designated as Agreement Number 2014-0756,

supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

The scope of services specified in Exhibit A of the Agreement is amended as follows:

The consideration of the additional and/or revised services described in section 1 above, the maximum not to exceed

\$150,000

The City of Sacramento ("City") and

("Contractor"), as parties to that certain

EXHIBIT A, IT INCLUDING EXHIBIT A AND EXHIBIT B

~~CONFIDENTIAL TOP SECRET~~

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And**

TARGET EXCELLENCE

[REDACTED]

of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

D. District For provision of services pursuant to this Agreement and meeting required

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 0504 - Child Care - District shall have a TARGET

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. Indemnity. TARGET EXCELLENCE agrees to indemnify and hold harmless the District

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AT _____ Authorizes _____ to execute this Agreement

and that the undersigned are authorized to execute this Agreement.

O. _____ . This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

Date

TARGET EXCELLENCE:

By:


Authorized Signature

Date

9/21/2015

Print Name: KATHA

Title: EXECUTIVE D