



# REPORT TO COUNCIL City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

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Consent  
September 7, 2010

Honorable Mayor and  
Members of the City Council

**Title: Supplemental Agreement: School Resource Officer Amended Agreement  
with Sacramento City Unified School District (SCUSD)**

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution:** 1) authorizing the City Manager or designee to execute the first supplemental agreement to City Agreement 2009-090 between the Sacramento Police Department (SPD) and SCUSD to increase the agreement not-to-exceed amount by \$454,437, for a total agreement not to exceed amount of \$7,360,593, and amend the scope of services to include the addition of one Full Time Equivalent (FTE) Police Officer position and one additional vehicle, 2) authorizing the City Manager or designee to increase SPD staffing by one (1.00) Police Officer FTE position and; 3) authorizing the City Manager or designee to increase the appropriate grant revenue and expense budget adjustments by \$454,437.

**Contact:** Dan Schiele, Captain, (916) 808-6150

**Presenters:** Not applicable

**Department:** Police

**Division:** Fiscal Operations

**Department ID:** 11001021

## **Description/Analysis**

**Issue:** On October 6, 2009, the City Council approved a resolution (2009-623) authorizing an agreement with SCUSD to provide eleven (11.00) FTE School Resource Police Officers and one (1.00) FTE Police Sergeant at SCUSD campuses for a not to exceed amount of \$6,906,000. The Sacramento Police Department (SPD) is requesting City Council approval to amend the existing agreement with SCUSD (2009-0908) by adding one (1.00) additional Police Officer FTE as a School Resource Officer at school campuses and increasing the agreement not to exceed

amount by \$454,437. The School District will fund the costs associated with the assignment of this officer during the remainder of the existing agreement, including salaries, benefits and vehicle maintenance and operational costs. The City Council's approval will provide for the enhancement of the School Resource Officer Program that has proven to be an effective method of providing for the safety and security of students and faculty at District campuses.

**Policy Considerations:** Approving the amended agreement with SCUSD is consistent with the action taken by the City Council in 2009 and with the City's ongoing commitment to and policy addressing student safety at public school campuses.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to section 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

**Sustainability Considerations:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** The School Resource Officer Program enhances the SPD's ability to provide effective public safety and security by physically assigning Police Officers to provide law enforcement services on City school campuses. In doing so, the Police Officer is able to forge relationships with students, faculty and administrators that facilitate early intervention into problems on campus and crime prevention. Moreover, these Officers provide a direct connection between the schools and the full capabilities of the Department's specialty units in responding to and investigating crimes that occur on campus.

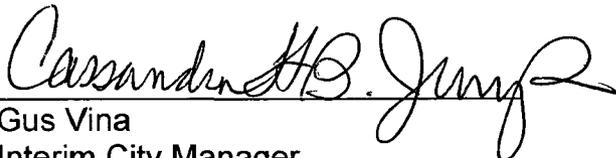
**Financial Considerations:** The salary, benefits and vehicle costs associated with the additional one (1.00) FTE School Resource Officer will be fully funded by the SCUSD during the school year. During the summer school recess, the Police Officer will be reassigned to perform patrol and other law enforcement responsibilities. The SPD will fund the position through salary savings when the Officer is not assigned to patrol school campuses. If funding is decreased or the agreement is suspended the additional one (1.00) FTE School Resource Officer position will be inactivated.

**Emerging Small Business Development (ESBD):** Not applicable

Respectfully Submitted by:   
For Dan Schiele, Police Captain

Approved by:   
Rick Braziel, Chief of Police

Recommendation Approved:

  
for Gus Vina  
Interim City Manager

COP Ref. #9-1

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## Background

The SPD has assigned full-time Police Officers to serve as School Resource Officers at local school campuses for several years. The officers provide an important, visible and effective presence at school campuses and work to further the Department's interests in providing for the public's safety and security.

School Resource Officers are able to establish and develop relationships with students, faculty, administrators and member of the neighborhoods surrounding school campuses. The officers' direct day-to-day contacts facilitate their effectiveness in preventing crime and addressing problems proactively. Moreover, these officers provide a direct connection between the schools and the full capabilities of the Department's specialty units in responding to and investigating crimes that occur on campus. They also serve as first responders to emergencies and provide a direct communications link for emergency services. During the summer recess when school is not in session, the officers are reassigned to perform patrol or other law enforcement responsibilities within the Department. The costs paid for by the District are for police services that occur during the school year only.

In 2009, the City Council authorized the City Manager to enter into an agreement with SCUSD to continue the School Resource Officer Program. SCUSD has requested that an amended agreement be established that will add one (1.00) additional School Resource Officer to the Program. SCUSD will fund the costs of the additional Police Officer FTE as well as the vehicle maintenance and operational costs. All other provisions of the original agreement will remain in full effect.

The City Council's approval of the Resolution authorizing the City Manager to execute the new agreement with SCUSD will enhance the School Resource Officer Program that has proven to be an effective method of providing for the safety and security of students and faculty at District campuses.

**SCHOOL RESOURCE OFFICER (SRO) SALARY & BENEFIT COST AND FLEET MAINTENANCE COST<sup>1</sup>**

Salary & Benefits	Starting Costs	Year 1:	Year 2:2		Year 3:		Extension 1:		Extension 2:
		2009 - 2010	Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	2013 - 2014
SRO Annual	\$120,829								
SRO Annual x 12	\$1,449,948								
SRO Sgt Annual	\$157,842								
SRO & Sgt Annual	\$1,607,790								
80% Pro Rate <sup>3</sup>	\$1,286,232								
Monthly Billing		\$118,957	\$128,623	\$131,196	\$132,508	\$133,833	\$135,171	\$138,550	\$142,707
Period Subtotal		\$1,189,570	\$514,493	\$787,174	\$530,030	\$802,996	\$540,684	\$831,300	\$1,427,065
<b>Salary &amp; Benefits Total</b>		<b>\$1,189,570</b>		<b>\$1,301,667</b>		<b>\$1,333,027</b>		<b>\$1,371,984</b>	<b>\$1,427,065</b>
<b>Overtime Hourly Billing</b>									
Officer		\$63.97	\$63.97	\$65.25	\$65.90	\$66.56	\$67.23	\$68.91	\$70.98
Sergeant		\$83.25	\$83.25	\$84.92	\$85.77	\$86.63	\$87.50	\$89.69	\$92.38
<b>Scheduled Salary Adjustments<sup>4</sup></b>		0%	0%	2%	1%	1%	1%	2.5%	3%
<b>Fleet Maintenance Costs</b>									
Monthly Rate per Vehicle			\$1,200						
Monthly Cost for 13 Vehicles			\$15,600						
Annual Cost for 13 Vehicles			\$187,200						
80% Pro Rate			\$149,760						
<b>Fleet Total Costs</b>		<b>\$138,240</b>		<b>\$149,760</b>		<b>\$149,760</b>		<b>\$149,760</b>	<b>\$149,760</b>
<b>Total Salary, Benefits and Fleet</b>		<b>\$1,327,809</b>		<b>\$1,451,427</b>		<b>\$1,482,787</b>		<b>\$1,521,744</b>	<b>\$1,576,825</b>

1 All costs have been rounded to the nearest dollar

2 Years 2 & 3 and Extensions 1 & 2 have been adjusted to include a 12<sup>th</sup> SRO, for a total of 13 FTEs including the SRO Sergeant

3 80% Pro Rate reflects charges for months that coincide with the school year

4 Scheduled salary adjustments are derived from the City's Agreement with the Sacramento Police Officers Association

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (SCUSD) BILLING SCHEDULE<sup>5</sup><sub>6</sub>**

	<b>Period 1 – 4 Months</b>	<b>Period 2 – 3 Months</b>	<b>Period 3 – 3 Months</b>	<b>Annual Total</b>
<b>Year 1: 2009 – 2010</b>				
Salary & Benefits	\$475,827	\$356,871	\$356,871	\$1,189,569
Fleet	\$46,080	\$46,080	\$46,080	\$138,240
Invoice Subtotal	\$521,907	\$402,951	\$402,951	\$1,327,809
<b>Year 2: 2010 – 2011</b>				
Salary & Benefits	\$514,493	\$393,587	\$393,587	\$1,301,667
Fleet	\$49,920	\$49,920	\$49,920	\$149,760
Invoice Subtotal	\$564,413	\$443,507	\$443,507	\$1,451,427
<b>Year 3: 2011 – 2012</b>				
Salary & Benefits	\$530,029	\$401,499	\$401,499	\$1,333,027
Fleet	\$49,920	\$49,920	\$49,920	\$149,760
Invoice Subtotal	\$579,949	\$451,419	\$451,419	\$1,482,787
<b>Extension 1: 2012 – 2013</b>				
Salary & Benefits	\$540,684	\$415,650	\$415,650	\$1,371,984
Fleet	\$49,920	\$49,920	\$49,920	\$149,760
Invoice Subtotal	\$590,604	\$463,463	\$463,463	\$1,521,744
<b>Extension 2: 2013 – 2014</b>				
Salary & Benefits	\$567,933	\$425,949	\$425,949	\$1,427,065
Fleet	\$49,920	\$49,920	\$49,920	\$149,760
Invoice Subtotal	\$617,853	\$475,869	\$475,869	\$1,576,825

**ATTACHMENT 2  
CONTINUED**

<sup>5</sup> All costs have been rounded to the nearest dollar

<sup>6</sup> Invoice amounts may be increased by authorized overtime costs. The overtime costs will be itemized on each invoice

## RESOLUTION NO.

Adopted by the Sacramento City Council

### **School Resource Officer Amended Agreement with Sacramento City Unified School District (SCUSD)**

#### **BACKGROUND**

- A. On October 6, 2009, the City Council approved Resolution 2009-624 authorizing a three (3) year agreement (and two one year extensions) with SCUSD, for eleven (11.00) Full Time Equivalent (FTE) School Resource Police Officers and one (1.00) FTE Police Sergeant including maintenance and operational costs of 12 vehicles for a total agreement not to exceed amount of \$6,906,156.
- B. An amended agreement with SCUSD has been negotiated. The SCUSD will fund the costs associated with the assignment of one (1.00) additional Police Officer during the remainder of the existing agreement (beginning in FY2010/11), including salaries, benefits and vehicle maintenance and operational costs. The supplemental agreement will increase the not to exceed amount by \$454,437 and bring the total agreement not to exceed amount to \$7,360,593.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or designee is authorized to execute the first supplemental agreement to City Agreement 2009-090 between the Sacramento Police Department (SPD) and SCUSD to increase the agreement not-to-exceed amount by \$454,437, for a total agreement not to exceed amount of \$7,360,593, and amend the scope of services to include the addition of one Full Time Equivalent (FTE) Police Officer position and one additional vehicle.
- Section 2. The City Manager or designee to increase SPD staffing by one (1.00) Police Officer FTE position. This one (1.00) Police Office FTE position will be inactivated if funding is reduced or the agreement is terminated.
- Section 3. The City Manager or designee is authorized to increase the appropriate grant revenue and expense budgets by \$454,437 to implement the supplemental agreement with SUSCD.

**Exhibits:**

A School Resource Agreement with the SCUSD

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## SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** School Resource Agreement with Sacramento City Unified School District 2009-0908 **Date:**  
**Purchase Order #:** \_\_\_\_\_ **Supplemental Agreement No.:**

The City of Sacramento ("City") and The Sacramento Unified School District (SCUSD) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0908, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

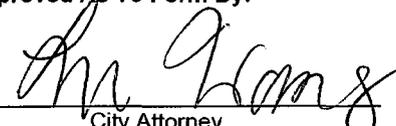
1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:  

The "scope of services" in Exhibit "A" will remain unchanged. This agreement adds one additional officer and one additional vehicle to the existing contract effective from "Year 2" (FY 2010- 2011) forward. All other terms of the original contract remain unchanged. \*The "not to exceed" amounts listed below do not reflect any additional overtime accrued by officers. See Exhibits B-1 and C-1, both of which are attached hereto and incorporated by reference, for new cost and billing information.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased/decreased** by \$454,437, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$6,906,156
Net change by previous supplemental agreements:	\$6,906,156
Not-to-exceed amount prior to this supplemental agreement:	\$6,906,156
<b>Increase/decrease</b> by this supplemental agreement:	<b>+\$454,437</b>
New not-to exceed amount including all supplemental agreements:	<b>*\$7,360,593</b>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**  
 \_\_\_\_\_  
 Project Manager  
**Approved By:**

**Approved As To Form By:**  
  
 \_\_\_\_\_  
 City Attorney

\_\_\_\_\_  
 Contractor  
**Approved By:**  
 \_\_\_\_\_  
 City of Sacramento

**Attested To By:**  
 \_\_\_\_\_  
 City Clerk