Meeting Date: **8/7/2014**

Report Type: Review

Report ID: 2014-00575

City of SACRAMENTO **16**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Agreement/Contract for Review and Information) Agreement: Sacramento City Unified School District, School Resource Officers

Location: Citywide

Recommendation: Review a staff report authorizing the City Manager, or the City Manager's designee, to: 1) enter into an agreement with Sacramento City Unified School District (SCUSD) in an amount not to exceed $2,237,393 for services to be provided through June 30, 2016; and 2) maintain the eight Full-Time Equivalent (FTE) Police Officer positions previously authorized by Agreement 2009-0908.

Contact: Justin Eklund, Police Captain, Contract Services, (916) 808-5650, Police Department

Presenter: None

Department: Police

Division: Contract Services

Dept ID: 11001531

Attachments:

1-Description/Analysis

2-Signed Agreement

3-Resolution

City Attorney Review

Approved as to Form
Michael Fry
7/23/2014 11:02:40 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 7/22/2014 11:41:02 AM

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Description/Analysis

Issue Detail: In October 2009, City Council authorized Agreement 2009-0908 between the Sacramento City Unified School District (SCUSD) and the Sacramento Police Department (SPD) to continue the School Resource Officer (SRO) program. The current agreement expired June 30, 2014. SCUSD and SPD have negotiated a new agreement to continue the SRO program through June 30, 2016. To continue the services identified in the agreement, SPD will maintain the eight Full-Time Equivalent (FTE) peace officer positions which were authorized by Agreement 2009-0908. The expenses associated with the salary, benefits, overtime, and fleet operation and maintenance costs will be reimbursed to the City by the SCUSD, in an amount not to exceed $2,237,393.

Policy Considerations: Resolution No. 2013-0117 requires additional agenda posting time for an agreement equal to or greater than $1 million. In addition, Sacramento City Code Section 3.04.020 requires City Council approval to enter into an agreement involving income or expenditures of $100,000 or more.

Economic Impact: None

Environmental Considerations: None

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 Sections 15061(b)(3) and 15378 of the CEQA guidelines.

Sustainability Considerations: None

Commission/Committee Action: None

Rationale for Recommendation: The SRO 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. Through this program, the police officers are able to forge relationships with students, faculty, and administrators that facilitate early intervention into problems on campus and overall crime prevention. Moreover, these officers provide a direct connection between the schools and the full capabilities of the SPD’s specialty units in responding to and investigating crimes that occur on campus.

Financial Considerations: The SCUSD will fully reimburse the SPD for the salary, benefits, and vehicle costs associated with the agreement, with the exception of the SCUSD’s summer vacation period when the police officers are

reassigned to other SPD units. No additional General Fund resources are necessary to provide security services in and around SCUSD campuses.

Local Business Enterprise (LBE): Not applicable.

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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 "District." The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

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 Officers to provide security services at various District school campuses.

B. The Parties intend that the City Police Officers assigned to the District will provide a school-based protective services security team.

C. The parties intend that during the summer vacation period, the City Police Officers will be reassigned from the District school campuses to the City.

D. The Parties previously entered into an agreement, which expires on June 30, 2014.

AGREEMENT

NOW, THEREFORE, BASED UPON FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT, IT IS MUTUALLY AGREED AS FOLLOWS:

1. STATEMENT OF INTENT AND RULE OF CONSTRUCTION

By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations shall take precedence for purposes of the construction and interpretation of this Agreement.

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 minimum staffing level under this Agreement. The Police Officers shall work under the supervision of a Supervising Sergeant assigned to the Youth Services Unit. The Police Officers shall be selected by a panel consisting of representatives of the City of Sacramento Police Department and District personnel (the "Joint Panel"). The Police Officers, as selected by the Joint Panel, will be assigned by the City to the District for the term of this Agreement, unless any one or more of them are replaced by other officers selected by said panel.

The Police Officers assigned to the District shall provide foot and vehicle patrol and other security protection services on school campuses as agreed upon by the Parties. The Police Officers may issue citations or make arrests for crimes, write reports as directed by the District, and other related duties. Notwithstanding the foregoing, the Police Officers may pursue a criminal suspect if they witness a crime in progress. The Police Officers shall perform other specific tasks as agreed upon between the Parties, provided the Police Officers shall not be required to perform tasks beyond the authority vested in them pursuant to applicable law. The Police Officers shall be authorized to take control of crisis situations pursuant to the policies and procedures of the Sacramento Police Department. A general description of the Basic Functions of the Police Officers is attached hereto as Exhibit A and incorporated herein by this reference.

4. PEACE OFFICER ASSIGNMENTS

All Police Officers assigned to the District shall be limited to on-duty officers selected by the Joint Panel. All Police Officers must successfully complete a District orientation and training program before their assignment to the District becomes permanent. All Police Officers shall meet the requirements of Education Code section 38001.5 unless a court of competent jurisdiction determines that said statute does not apply to the officers. A Police Officer may be reassigned to another assignment upon the recommendation of a school principal and the approval of the Supervising Sergeant, which approval shall not be unreasonably withheld. If such reassignment results in a Police Officer being removed from a District assignment, the City shall make all reasonable efforts to expeditiously replace said officer. The Supervising Sergeant and the Police Officers shall have full authority to act to discharge their law enforcement duties pursuant to the policies and practices of the Sacramento Police Department. If circumstances permit, District personnel shall be consulted with respect to the handling of certain situations, provided that nothing in this Agreement shall restrict the discretion of the Supervising Sergeant and the Police Officers in their law enforcement activities.

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 Sacramento Police Officers Association then in effect. Notwithstanding the foregoing, the Police Officers shall cooperate with the District relating to any event or activity which may involve a Police Officer assigned to the District, including, without limitation, conferring with any student, 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 directed to the District's Associate Superintendent of Capital Asset Management Services or his or her designee. The Associate Superintendent shall establish and implement a process to address the concerns with the Supervising Sergeant and the subject officer.

The Police Officers shall be afforded reasonable time to address collective bargaining agreement issues affecting the officers, provided that said officers shall use reasonable efforts to schedule such activity so as not to cause an unreasonable interruption of service to his or her school assignment.

The City shall retain the right to approve requests for sick leave, vacation, or other absences. In the event that a Police Officer will be absent for a period longer than one (1) week while on an approved sick leave of absence or approved time off (whether leave time, parental leave, vacation time, CTO, or other arrangement is utilized to accomplish such leave), the City shall assign another officer to provide services hereunder on a temporary basis; provided, however, that the one (1) week period under subsection (i) above shall be extended to two (2) weeks if the facts and circumstances at the time of an absence are such that the Supervising Sergeant is not given reasonable prior notice that an Officer's absence would exceed one (1) week. Said replacement officers, in the sole judgment of the City, shall be qualified to perform services hereunder. The City will attempt in good faith if possible not to schedule more than one officer out on leave or vacation at the same time.City agrees that during the District summer vacation period the Police Officers will be reassigned from District school campuses to the City. During the time periods when the Police Officers are reassigned to the City, the District will not be billed for their services.

5. SUPERVISING SERGEANT

The Police Officers' supervising sergeant (the "Supervising Sergeant") shall have direct supervision and control over the Police Officers assigned to the District. The Supervising Sergeant, at the District's request, shall also assist and advise the District with respect to public safety and protection issues. The Supervising Sergeant will coordinate with the City Police Department and, if appropriate, the County Sheriff's Department, regarding the investigation of crimes reported on District facilities, and may conduct investigations as requested by the District. The Supervising Sergeant has overall supervision of the Citywide School Resource Officer Program and as such is complementary to this agreement. The Supervising Sergeant shall be reassigned from duties under this Agreement either upon the reasonable request of the District or upon

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 workday as is requested by the Supervising Sergeant. The District may request the Police Officers to work overtime during any given week, subject to the provisions of applicable collective bargaining agreements, Fair Labor Standards Act, and other applicable laws and policies. The District will only be responsible for payment of overtime that results directly from campus activity, or is previously authorized by the District. The overtime compensation to be paid to the Police Officers are set forth in the table set forth in Exhibit B which is attached hereto and incorporated herein by this reference.

7. VEHICLES AND EQUIPMENT

Except as otherwise provided in this Agreement, the City shall furnish all equipment which may be required to support the Police Officers assigned to the District under this Agreement; in the event the City is required to provide new, additional, or replacement equipment, the District shall reimburse the City for actual replacement cost(s). In addition, the City shall furnish each Police Officer with a vehicle which is equipped and maintained pursuant to City standards and policies, equipment for the vehicles, and maintenance for the vehicles. The City shall charge the District for the vehicles, equipment for the vehicles, and maintenance for the vehicles at the rates set forth in Exhibit B which is attached hereto and incorporated herein by this reference. The District shall not acquire any legal interest in the vehicles or the equipment for the vehicles furnished by the City by virtue of this Agreement.

8. ADHERENCE TO THE DISTRICT RULES

At all times during the performance of this Agreement, the Police Officers shall adhere and obey all of the District's rules and regulations pertaining to the District's operations of its schools, unless otherwise authorized by the Superintendent or his/her designee or unless such compliance is not practicable due to exigent circumstances.

9. CONSIDERATION

The District agrees to pay the City for the services provided under this Agreement pursuant to the rates set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The Parties may amend this Agreement in response to changes to collective bargaining agreements resulting in increases or decreases to the rates set

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 form 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 B is set at one and one-half times the hourly base salary rate, plus workers compensation, unemployment costs and Medicare. The overtime costs for the police services shall be billed for the actual number of hours 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 planned extracurricular school activities will be agreed upon in negotiation between SCUSD and the Sacramento Police Department.

The Fleet Maintenance rate set forth in Exhibit B includes the annual cost to operate and maintain a vehicle plus fuel costs, exclusive of the District's summer break when the Police Officers are reassigned from the District school campuses to the City.

The District represents and warrants that as of the commencement of the term of this Agreement, it has duly appropriated funds to pay its obligations hereunder or that it will during the term hereof use its best efforts to obtain appropriation of sufficient funds to 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 periods and estimated invoice amounts for the years covered by this Agreement are set forth in Exhibit B.

Payment of each approved invoice shall be made by the District within thirty (30) calendar days after receipt of an invoice. All invoices and payments shall be made in arrears. If the District disputes any item on an invoice for reasonable cause, the District may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City within thirty (30) calendar days after receipt of invoice by the District. The District shall assign a sequential reference number to each deduction. Within fifteen (15) days after the date the District submits documentation of any deduction taken, the Parties shall meet and confer in a good faith attempt to resolve the dispute over the invoice. In the event that Parties are unable to resolve such dispute, the Parties shall submit the dispute to an independent mutually-agreed upon arbitrator. Said arbitrator shall resolve the dispute based upon a reasonable interpretation of this Agreement, the subject invoice, the documentation provided by the District, and such

other information deemed by said arbitrator to be relevant to the dispute. The arbitrator 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

In the performance of services under this Agreement, the City, the Police Officers shall act as independent contractors and not as employees of the District. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the District and the Police Officers assigned under this Agreement. Directions issued by the District to the Police Officers only relates to the objectives to be achieved and not the actual means to accomplish such objectives. City shall assume responsibility for federal and state income tax withholding for their employees, including but not limited to the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that City is required to make as the employer of the Police Officers.

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 loss, including attorneys' fees, sustained by City 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 City, its officers, agents or employees and except for actions or claims alleging dangerous conditions of City property which arise out of the acts or failure to act by the City, its officers, agents or employees which are not created by a District employee or District invitee.

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 dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a City employee or City invitee.

The indemnification provisions contained in this Agreement include but are not limited to 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 either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages 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.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. 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.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

15. INSURANCE

City Insurance. City, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The City must provide an affidavit of self-insurance, or pooled insurance if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

1) Premises Operations
2) Blanket Contractual

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

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.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by City, and any approval of said insurance by the District, or its 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 indemnification.

District Insurance. District, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The District must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

1) Premises Operations
2) Blanket Contractual
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 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).

C. 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.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by District, and any approval of said insurance by the City, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by District pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

16. HEALTH AND SAFETY

City shall comply with all applicable Federal, state and local requirements pertaining to health and safety protection of the Police Officers.

17. TERMINATION

Either Party shall have the right to terminate this Agreement at any time by giving a written notice of termination to the other Party. The other Party shall have the right to specify the effective date of such termination, which, however, shall not be less than thirty (30) days after the date of said notice. If either Party gives such notice of termination to the other Party, the other Party shall immediately cease rendering Services pursuant to this Agreement. In the event of such termination, City shall be paid for its services performed to the effective date of such termination. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom.

18. THIRD PARTY OBLIGATIONS

City shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. City shall pay directly such parties for all amounts due under said arrangement. The Parties specifically do not intend to enter into this Agreement for the benefit of any person or entity that is not a named party hereto.

19. NOTICES

Any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective Party as follows:

TO DISTRICT: Sacramento City Unified School District
(Acting Superintendent Dr. Sara Noguchi)
5735 47TH Ave, Sacramento, CA 95834
Phone: (916) 643-7400

TO CITY: Sacramento Police Department
ATTN: Lieutenant Lisa Hinz
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
Phone: (916) 808-1055
Fax: (916) 808-0818

Any Party who desires to change its address for notice may do so by giving notice as set forth herein.

20. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

21. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and duly signed by the Parties hereof.

22. 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.

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 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 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 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, 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, 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, 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.

The Parties have entered into this Agreement as of the day and year first hereinabove appearing.

CITY OF SACRAMENTO, a Municipal Corporation and Charter City

By: _____
John F. Shirey
City Manager

Attest: _____
CITY CLERK

Approved as to Form:

By: _____
DEPUTY CITY ATTORNEY

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a local public agency

By: Ken A. Forrest
Ken A. Forrest, Chief Business Officer

Ken A Forrest
[*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 encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community. The SRO should also be present at any school function that has the potential for violence or criminal activity. It is recommended that each officer develop a service-relationship with the principals of the local feeder schools. Additionally, off-campus duties can include picking up truants and transporting them back to campus, and networking (Community Oriented Policing) with community businesses and neighbors.

The SRO will work closely with any conflict resolution or truancy program at each site. They may train students in conflict resolution, restorative justice, and crime awareness.

The SRO will establish a schedule of presentations and training to students, school staff, and parents, as requested, on school safety and crime prevention issues. They will act as a coordinator for presentation requests outside of the officer's expertise.

The SRO will act as an intelligence gatherer and liaison officer for the school site and the Police Department and will bridge the gap between community and school related law enforcement problems. The officer will work on prevention, intervention, and suppression of all the drug and/or gang activity occurring in and around the schools.

The SRO should follow-up on investigations of crimes that occur on or near the school campuses when possible. The officer should endeavor to identify physical changes in the environment that may reduce crime in and around the school.

The SRO will have the capabilities for rapid, mutual-aid support from other government agencies. They will assist the school administration from other government agencies. They will assist the school administration in developing school policies that address crime and recommend procedural changes. The SRO will read and analyze their school's Emergency Preparedness plan.

The SRO will solve conflicts among youth groups within the school environment. They will operation under the philosophy of community oriented policing and problem solving on school campuses and surrounding neighborhoods.

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, the Officer's presence on the campus during these times is essential. Exceptions to this may include an emergency call to another school or an emergency in the nearby community.

SCHOOL RESOURCE SERGEANT

The Supervising Sergeant's role in the SRO program is extremely important. The District will rely on this Sergeant to communicate the needs of the District to the Officers. Additionally, the Sergeant will share the Officers' needs and concerns with the District liaison. The following is a list of the areas where the Sergeant can assist District:

- Visit all school sites and becoming acquainted with their administrators
- Collaborating with the high school principals on strategic development of SROs
- Providing liaison with needed special divisions (e.g., bomb squad, CSI, SWAT, etc.)
- Initiating any needed training for officers or safety bulletins for schools
- Coordinating summer training for Officers and school staff
- Consulting with the site principals regularly as to the performance of the SROs
- Coordinating grievance procedures with the Safe Schools Manager

EXHIBIT B

SACRAMENTO UNIFIED SCHOOL DISTRICT

			Fiscal Year 2015			Fiscal Year 2016			Total
Description / Rank	**Cost**	**Quantity**	**Sep-Dec 2014**	**Jan-Mar 2015**	**Apr-Jun 2015**	**Sep-Dec 2015**	**Jan-Mar 2016**	**Apr-Jun 2016**	
Salaries & Benefits			$374,455	$280,841	$280,841	$374,455	$280,841	$280,841	$1,872,276
Police Officer	$134,691	7	$314,279	$235,709	$235,709	$314,279	$235,709	$235,709	$1,571,394
Police Sergeant	$180,529	1	$60,176	$45,132	$45,132	$60,176	$45,132	$45,132	$300,882
Overtime*			$34,623	$25,968	$25,968	$34,623	$25,968	$25,968	$173,117
Police Officer	$65.22	1300	$33,912	$25,434	$25,434	$33,912	$25,434	$25,434	$169,561
Police Sergeant	$88.90	20	$711	$533	$533	$711	$533	$533	$3,556
Fleet Maintenance	$14,400	8	$38,400	$28,800	$28,800	$38,400	$28,800	$28,800	$192,000
TOTAL			**$447,479**	**$335,609**	**$335,609**	**$447,479**	**$335,609**	**$335,609**	**$2,237,393**

*Overtime Hours are estimates only and will be billed at actual # of hours worked

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Resolution No.

Adopted by the Sacramento City Council

[DATE]

AGREEMENT: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL RESOURCE OFFICERS

BACKGROUND

A. Agreement 2009-0908 with the Sacramento City Unified School District (SCUSD) for the assignment of School Resource Officers expired June 30, 2014. The Sacramento Police Department and SCUSD have negotiated a new agreement to continue the School Resource Officer services through June 30, 2016.

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

Section 1. The City Manager, or the City Manager's designee, is authorized to enter into an agreement with SCUSD in an amount not to exceed $2,237,393 for services to be provided through June 30, 2016.

Section 2. The City Manager, or the City Manager's designee, is authorized to extend the eight Full Time Equivalent (FTE) Police Officer positions previously authorized by Agreement 2009-0908 through the agreement period of June 30, 2016.