

Meeting Date: 8/25/2015

Report Type: Consent

Report ID: 2015-00730

Title: Supplemental Agreement: Sacramento City Unified School District, School Resource Officers

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee to: 1) enter into a supplemental agreement with SCUSD (2014-0756-1) to increase the total agreement not- to-exceed amount from \$2,237,393 to \$2,373,706; 2) increase authorized staffing levels by one Full Time Equivalent (FTE) Police Officer Position; and 3) maintain seven FTE Police Officer positions and one FTE Police Sergeant position previously authorized by Agreement 2014-0756.

Contact: William Champion, Police Captain, Contract Services, (916) 808-0714, Police Department

Presenter: None

Department: Police

Division: Contract Services

Dept ID: 11001531

Attachments:

1-Description/Analysis

2-Resolution

3-Supplemental Agreement (SCUSD)

4-Exhibit B-1

City Attorney Review

Approved as to Form

Michael Fry

8/6/2015 4:28:17 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 8/4/2015 10:09:00 AM

Description/Analysis

Issue Detail: On August 14, 2014, the City Council authorized Agreement 2014-0756 between the Sacramento City Unified School District (SCUSD) and the Sacramento Police Department to continue the School Resource Officer (SRO) program through June 30, 2016. SCUSD recently requested an additional SRO for the 2015-2016 school year, which requires a supplemental agreement between the SCUSD and SPD. SCUSD has requested to amend agreement 2014-0756 by \$136,313, increasing the total agreement not-to-exceed amount from \$2,237,393 to \$2,373,706. Upon approval of the supplemental agreement, the new staffing levels will total one Police Sergeant and eight Police Officer positions.

Policy Considerations: City Council approval is required to enter into an agreement involving income or an expenditure of \$100,000 or more.

Economic Impacts: 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 Officer is able to forge relationships with students, faculty, and administrators that facilitate early intervention into problems on campus and crime prevention. Moreover, these Police 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 this agreement, with the exception of the District's summer vacation period when the Police Officers are reassigned to other Department units. No additional General Fund resources are necessary to provide security services in and around SCUSD campuses.

Local Business Enterprise (LBE): Not applicable

Resolution No.

Adopted by the Sacramento City Council

[DATE]

**AGREEMENT: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL
RESOURCE OFFICERS**

BACKGROUND

- A. Agreement 2014-0756 with the Sacramento City Unified School District (SCUSD) for the assignment of School Resource Officers will expire June 30, 2016. The Sacramento Police Department and SCUSD have negotiated a supplemental agreement to allow the assignment of an additional School Resource Officer for the duration of the agreement.

**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 a supplemental agreement with SCUSD for an additional \$136,313 with a total not to exceed amount of \$2,373,706 through June 30, 2016.
- Section 2. The City Manager, or the City Manager's designee, is authorized to maintain the seven Full Time Equivalent (FTE) Police Officer positions and one FTE Sergeant previously authorized by Agreement 2014-0756 and authorize one additional FTE Police Officer position, bringing the total number to eight FTE Police Officer positions and one FTE Sergeant.

SUPPLEMENTAL AGREEMENT

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

Date: July 28, 2015

Purchase Order #:

Supplemental Agreement No.: 2014-0756-1

The City of Sacramento ("City") and Sacramento City Unified School District (SCUSD) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0756, including any and all prior 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:

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

Assignment of 1 additional City Police Officer to SCUSD through June 30, 2016, not to exceed \$136,313 including overtime and vehicle.

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 \$136,313, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$2,237,393</u>
Net change by previous supplemental agreements:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$0</u>
Increase/Decrease by this supplemental agreement:	<u>+\$136,313</u>
New not-to exceed amount including all supplemental agreements:	<u>\$2,373,706</u>

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:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk

Exhibit B

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT										
			Fiscal Year 2015			Fiscal Year 2016				
Description/Rank	Cost	Quantity (Agreement C2014-0765)	Sep-Dec 2014	Jan-Mar 2015	Apr-Jun 2015	Quantity (Agreement C2014-0765-1)	Sep-Dec 2015	Jan-Mar 2016	Apr-Jun 2016	Total
Salaries & Benefits			\$374,455	\$280,841	\$280,841		\$419,352	\$314,514	\$314,514	\$1,984,517
Police Officer	\$134,691	7	\$314,279	\$235,709	\$235,709	8	\$359,176	\$269,382	\$269,382	\$1,683,637
Police Sergeant	\$180,529	1	\$60,176	\$45,132	\$45,132	1	\$60,176	\$45,132	\$45,132	\$300,882
Overtime*			\$34,623	\$25,968	\$25,968		\$39,452	\$29,589	\$29,589	\$185,189
Police Officer	\$65.22	1300	\$33,912	\$25,434	\$25,434	1485	\$38,741	\$29,056	\$29,056	\$181,633
Police Sergeant	\$88.90	20	\$711	\$533	\$533	20	\$711	\$533	\$533	\$3,556
Fleet Maintenance	\$14,400	8	\$38,400	\$28,800	\$28,800	9	\$43,200	\$32,400	\$32,400	\$204,000
Total			\$447,479	\$335,609	\$335,609		\$502,004	\$376,503	\$376,503	\$2,373,706

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