



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1h

Meeting Date: February 18, 2021

Subject: Approve MOU Between SCUSD and the City of Sacramento for Non-Congregate Shelter Facility Agreement Winter 2021 Severe Weather Emergency

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Services

Recommendation: Approve MOU between SCUSD and City regarding the protection of persons experiencing homelessness due to severe weather events while also complying with COVID-19 restrictions.

Background/Rationale: SCUSD has worked with the City of Sacramento to provide shelter facilities (warming centers) on its sites. The City of Sacramento will provide all associated services and be responsible for all associated costs, including set-up and take-down, custodial, and security. Initially, the City of Sacramento will open one warming center located at Sutter Middle School to be operated through a non-profit entity experienced at running such warming centers.

Documents Attached:

1. Memorandum of Understanding

<p>Estimated Time of Presentation: NA Submitted by: Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
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CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 02/11/2021 Contract Expiration Date (if applicable): 03/31/2021
\$ Amount (Not to Exceed): \$ 0.00 Adjusted \$ Amount (+/-): \$ 0.00
Other Party: Sacramento City Unified School District
Project Title: Memorandum of Understanding for Non-Congregate Shelter Facility Agreement
Project #: I02000252 Bid/RFQ/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: City Manager Project Manager: Christopher Conlin
Contract Coordinator: Ginger Weagraff Email: gweagraff@cityofsacramento.org

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

MEMORANDUM OF UNDERSTANDING

NON-CONGREGATE SHELTER FACILITY AGREEMENT WINTER 2021 SEVERE WEATHER EMERGENCY

This Memorandum of Understanding (“Agreement”) is entered into as of February 11, 2021 by the City of Sacramento, a municipal corporation (“City”), and the Sacramento City Unified School District, a public school district (“District”), and are referred to as “Party” and collectively referred to as “Parties.”

Background

- A. On January 27, 2021, the City Council of the City of Sacramento amended its declaration of a local public emergency and took actions to address imminent health and safety threats to unhoused populations, which includes persons experiencing homelessness, due to significant weather events. The City Council authorized the expenditure of City funds to expand the motel voucher program, open warming centers using City facilities, use City parking garages as places where persons can sleep in their cars, and partner with churches and other private and public organizations to establish winter sanctuary shelters using their facilities. The City anticipates reimbursement for some or all of these costs from the Federal Emergency Management Agency (FEMA) through the State Office of Emergency Services.
- B. Due to the COVID-19 pandemic, most of District’s schools are currently closed for in-person learning. As a result, District has multi-purpose rooms and gyms at school sites that may be available for use by City to operate a warming shelter.
- C. The City desires to use District’s facilities to house persons experiencing homelessness to protect them from the severe weather events while also complying with COVID-19 restrictions established by the Sacramento County Health Officer to limit gatherings of unrelated persons and to wear and administer personal protective equipment to stop the spread of the COVID-19 virus.

Agreement

With these Background facts in mind, the City and District agree as follows:

- 1. **Term.** This Agreement takes effect as of the Effective Date set forth above and will terminate effective March 31, 2021. However, District may terminate this Agreement prior to the expiration date by providing City with 10 days prior notice.
- 2. **Facilities.** City and District will mutually determine which school sites are most appropriate to allow for City’s use of the school gym or multi-purpose room (the “Facility”) as a warming center for use between the hours of 8 pm and 6 am to house persons experiencing homelessness. District may remove a school site at any time by

providing at least 72 hours' notice to City. City must provide 72 hours' notice to the District regarding its intent to use the District's Facility.

3. **Facility Permit.** City agrees to comply with District's use restrictions and provisions set forth in the District's Facility Permit, a copy of which is attached as Exhibit A. This Agreement does not transfer or convey to the City any right, title or interest in the District's property. This Agreement merely grants a revocable license to the City to use the District's Facility in accordance with the terms and conditions as set out in this Agreement.
4. **Facility Use.**
 - a. **Personal Belongings:** City agrees that District's Facility shall not be used to shelter, house, or store pets or personal belongings of those experiencing homelessness. However, City may store their personal belongings outside of the Facility within or adjacent to the school site so long as such storage does not interfere with District operations. District is not responsible for any lost, stolen, or damaged personal belongings stored outside of the Facility within the school site.
 - b. **Food Services:** City agrees that District's Facility shall not be used to provide food services to those experiencing homelessness. For purposes of this Agreement, "food services" means making, cooking, or preparing food and not the distribution of pre-packaged food. City shall solely be responsible for the distribution of pre-packaged food or any associated costs.
 - c. **Janitorial Services:** City shall be responsible for providing janitorial services for the District's Facility and such products used to provide these services shall be compliant with federal, state, and local law, as well as guidelines provided by District.
 - d. **Unlocking and Locking Facility:** District shall be responsible for unlocking and locking the District's facility, including administering the District's alarm system. The City shall pay for such services in accordance with the Civic Center Permit Form and Board Policy/Regulation 1330, regarding use of a facility that occurs during off hours/weekends/holidays. See <https://www.scusd.edu/post/facility-use-rental-fee-schedule> . Such may consist of overtime shifts of two, four hour shifts not to exceed a total of eight hours of overtime per weekend day, for a total not to exceed amount of \$5,000..
 - e. **Security Services:** City shall provide sufficient staffing and security to protect District's property from damage that may be caused by the persons being served at the District Facility. City will provide the same level of security City uses at City managed warming centers, which includes on-site private security guards during warming center hours of operation. District shall not be responsible for any costs associated with security services.
 - f. **Damages:** City shall be responsible to reimburse District for any damages to District's Facility beyond normal wear and tear.

5. Indemnification and Insurance. District maintains property, liability (general liability, products liability, professional liability, automobile liability, and employment practices liability) and worker's compensation indemnity protection through Schools Insurance Authority, a California Joint Powers Authority. City maintains a self-insurance program, which includes procuring excess insurance coverage. CITY and the Schools Insurance Authority, on behalf of the District, have entered into a Memorandum of Understanding ("MOU") dated May 31, 2001 (City Agreement No. 2001-050), which provides for each Party to maintain certain insurance coverages and to defend and hold harmless the other Party for any liability caused by the negligence of their officers, agents or employees. The Parties agree to be bound by the terms of the MOU during the term of this Agreement, and the indemnity obligation shall survive the termination of this Agreement.

6. Independent Contractors; No Grant of Agency or Joint Venture. Each Party may assign employees to perform services to meet their respective obligations under this Agreement at their exclusive discretion and the services of such assigned employees shall be at the sole expense of that Party. The assigned employees of each Party shall not be entitled to any benefits payable to employees of the other Party.

Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. Each Party is independent from the other Party and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Except as expressly provided in this Agreement, no Party shall have the authority, express or implied, to control the activities of the other Party, act on behalf of the other Party in any capacity whatsoever as an agent, or bind the other Party to any obligations whatsoever.

7. Nonwaiver. No waiver of any provision of this Agreement, and no consent to departure therefrom, by any Party shall be effective unless in writing and signed by the waiving or consenting Party, and no such waiver or consent shall extend beyond the particular concern and purpose involved as set out in the written waiver.

8. Assignment Prohibited. Neither Party may assign any right or obligation under this Agreement without the prior written consent of the other Party. Any purported assignment without such consent shall be void and of no effect. This Agreement shall be binding on the successors and authorized assignees of the Parties.

9. Dispute Resolution. The Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this Agreement prior to termination based on an alleged breach or dispute.

10. Representatives and Notices. All notices that may be given under this Agreement may be served by first class mail or in person to addresses listed below or such address as either Party may provide to the other Parties in writing. Service shall be deemed

complete upon deposit in the mail or upon delivery. The representatives for the Parties with respect to this Agreement are:

For District: Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824
Telephone: (916) 643-9000

For CITY: Christopher Conlin
City of Sacramento
Office of the City Manager
915 "I" Street, 5th Floor
Sacramento, California 95814
Telephone: (916) 808-8526

11. General Provisions.

- A. Conflicts: In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides that it supersedes this Agreement.
- B. Severability: If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- C. Captions: The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.
- D. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Ambiguities: The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against any Party.
- F. Governing Law: This Agreement is executed in and shall be construed and governed in accordance with the laws of the State of California.

12. Entire Agreement/Modification. This document contains all of the terms and conditions agreed upon by the Parties concerning the use of the other Party's facilities

as set out herein and supersedes any and all oral or written communications or understandings between the Parties prior to the execution of this Agreement. No waiver, alteration, or modification of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the Parties.

13. Authority. Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

14. COVID-19. The City's assigned employees shall abide by all federal, state, and local law and public health orders pertaining to COVID-19, including but not limited to personal protective equipment, screening, testing, and quarantine-related requirements.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: 
Name: JORGE A. AGUILAR
Title: SUPERINTENDENT

CITY OF SACRAMENTO

By: 
Christopher C Conlin (Feb 12, 2021 11:55 PST)
Christopher Conlin
Assistant City Manager
For: Howard Chan, City Manager

ATTEST:

By: 
Wendy Klock-Johnson (Feb 12, 2021 12:00 PST)
Assistant City Clerk

APPROVED AS TO FORM:

By: 
Sheryl Patterson (Feb 12, 2021 11:32 PST)
Senior Deputy City Attorney

Exhibit A
SCUSD FACILITY RULES AND REGULATIONS EXCERPT

8. RULES OF CONDUCT: No person, organization, group or activity granted a permit for use of school facilities or grounds shall engage in the following: (a) Smoking in school buildings; (b) Consumption of alcoholic beverages; (c) Use of narcotics or drugs for purposes other than medical, and then only under the prescription of a duly licensed medical physician; (d) Fighting, quarreling, abusive language, or noise of any kind which may be offensive to other activities or the neighborhood; (e) Bring live animals, other than guide dogs, into classrooms or other interior spaces; (f) No materials are to be taped, tacked, stapled, glued or pinned to any surface unless designated for such purpose; (g) All users must provide their own supplies (i.e. easel, easel pad, marking pens, pencils, note paper, etc.) Violations of any of the conditions of this paragraph shall be ground for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facilities and permit holder will forfeit any fees paid.