

**Fulton-El Camino Park District Police Department**  
**James R. Brown, CHIEF**



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**Contract Order**

June 1, 2019

To: District Administrator

From: James R. Brown, Chief

Subject: **Contract Order 2019-20 Sunrise Rec & Park District Contract Services**

THIS AGREEMENT is made and entered into as of July 1<sup>st</sup>, 2019, by and between the Sunrise Recreation and Park District, a political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq, hereinafter referred to as "SRPD", and Fulton-El Camino Recreation and Park District, political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq, hereinafter referred to as "FECRPD".

**Standing Services**

SRPD contracts for police patrol services at an average of fifteen (15) hours a week through June 30, 2020. SRPD expects these hours to be spread over several days a week, using more hours in spring and summer and less in fall and winter. SRPD requests that 5 of their hours be focused on the following parks during daytime weekend hours:

Pioneer, Robert Frost, Eugene Ahner, Foothill Community, Blue Oak, and Polkema

Park Police supervision will incorporate the remaining hours into varied patrol shifts throughout the year based on need. Officers scheduled to provide services to SRPD will incorporate patrol coverage of SRPD properties and events into their shifts. Patrol at SRPD is to be done in uniform in a marked vehicle unless otherwise directed for a special assignment.

The focus of services for SRPD will be to discourage violation of park regulations, disorderly conduct, and criminal activity through the issuance of citations and the making of arrests when necessary. Officers of this department will utilize the tools at their discretion to change the behavior of those who are violating county, state or federal ordinances / laws. Some tools are, but not limited to, in-custody arrests, citations and providing an individual with resource(s) information to assist in resolving the root cause of any problem. SRPD wants a specific focus on transient activity throughout their parks, but specifically at the 5 parks listed above.

Officers will track the time spent on SRPD patrol on their time sheets separate from other activities. Officers who spend more time on an SRPD event than allotted by the scheduled hours will contact their supervisors and advise them of the reason for the additional time so that future service hours can be adjusted.

Calls for Service-

Should officers become aware of a pending call for service in SRPD during a time period that patrol coverage is not scheduled, the officers may respond to the call for service if the call for service fits the following criteria:

- A. The call is a priority 5 or higher call
- B. The available officer is within a 20-minute response time
- C. The type of call is such that the likelihood that the reported activity will still be occurring when FECRPD officers arrive on scene is high
- D. Insufficient SSD personnel are already responding

Only upon supervisor approval should an officer respond to a pending call for service in SRPD that falls outside the above listed criteria.

Officers that respond to calls for service outside scheduled SRPD hours must notify their supervisor before the end of their shift so that future service hours can be altered to compensate for the response.

**I. TERM**

This agreement shall be effective and commence as of the date first written above and shall continue in full force and effect until June 30<sup>th</sup>, 2020 or terminated by one of the parties pursuant to paragraph XX herein. After June 30<sup>th</sup>, 2020 and up until a new contract is active, this contract will continue month to month.

**II. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To: SRPD

Administrator, SRPD  
7801 Auburn Blvd  
Citrus Heights, CA 95610

To: FECRPD

General Manager, FECRPD  
2201 Cottage Way  
Sacramento, CA 95825

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

### **III. COMPLIANCE WITH LAWS**

FECRPD and SRPD shall observe and comply with all applicable Federal, State, and local regulations and ordinances.

### **IV. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

### **V. LICENSES AND PERMITS**

- a. FECRPD and its personnel shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies related to Park Police. Failure to maintain the licenses, permits, certificates and credentials by FECRPD to provide services under this Agreement shall be deemed a material breach of this Agreement and constitute grounds for termination by SRPD.
- b. FECRPD further certifies to SRPD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. FECRPD certifies that it shall not contract with any Subcontractor that is so debarred or suspended.

### **VI. PERFORMANCE STANDARDS**

FECRPD shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to FECRPD services.

### **VII. STATUS OF CONTRACTOR**

- A. It is understood and agreed that FECRPD, including its employees, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. FECRPD's assigned personnel shall not be entitled to any benefits payable to employees of SRPD. SRPD is not required to make any deductions or withholdings from the compensation payable to FECRPD under the provision of this Agreement, and as an independent contractor. FECRPD hereby indemnifies and holds SRPD harmless from any and all claims that may be made against SRPD based upon any contentions by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that FECRPD in the performance of its obligation here under is subject to the control of direction of SRPD as to, only, the designation of tasks to be performed. SRPD has no authority or control over FECRPD as to the means, methods, or sequence used to perform the designated tasks. SRPD has no authority to supervise the means, methods, or sequences used by FECRPD in performing the designated tasks. SRPD has no authority or responsibility to train FECRPD employees on how to properly perform the designated tasks.
- C. If, in the performance of this Agreement, any third persons are employed by FECRPD, such person shall be entirely and exclusively under the direction, supervision, and control of FECRPD. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by FECRPD, and SRPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of SRPD, neither FECRPD nor their assigned personnel shall have any entitlement as a SRPD employee, right to act on behalf of SRPD in any capacity whatsoever as agent, nor to bind SRPD to any obligation whatsoever, FECRPD and their assigned personnel shall not be covered by worker's compensation; nor shall FECRPD or their assigned personnel be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by SRPD to employees of SRPD.
- E. It is further understood and agreed that FECPRD must issue W-2 and 941 Forms for income and employment tax purposes, for all of FECRPD's assigned personnel under the terms and conditions of this Agreement.

**VIII. BENEFITS WAIVER**

FECRPD acknowledges and agree FECRPD is not entitled to receive the following benefits and or compensation from SRPD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rules, the Sacramento county Employees' Retirement System and/or any and all memoranda of understanding between SRPD and its employee organizations. Should SRPD or any employee or agent of FECRPD seeks to obtain such benefits from SRPD, FECRPD agrees to indemnify and hold harmless SRPD from any and all claims that may be made against SRPD for such benefits.

**IX. CONFLCT OF INTEREST**

FECRPD and their officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially effected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

X. **NONDISCRIMINATION IN EMPLOYEMENT, SERVICES, BENEFITS AND FACILITIES**

- A. FECRPD agrees and assumes SRPD and any subcontractors shall comply with all applicable federal, state and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of SRPD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition, or physical or mental disability. FECRPD shall ensure that the evaluations and treatment of its employees and applicants for the employment the treatment of SRPD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. FECRPD represents that it is in compliance with and agrees that it will continue to comply with all equal employment laws including, but not limited to Title VII of the Civil Rights Act of 1964 (42 USC 2000e,et seq.) the Americans with Disabilities ACT of 1990 (42 U.S.C. 12101 et seq.), the Fair Employment and Housing Act (Government Code 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. FECRPD agrees to compile data, maintain records and submit to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. FECRPD shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XI. **INDEMNIFICATION**

FECRPD shall indemnify, defend, and hold harmless SRPD, its Board of Directors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder. Upon request SRPD will provide a written statement of any communication between SRPD and the complainant.

XII. **INSURANCE**

Without limiting FECRPD's indemnification, they shall maintain in force at all times during the term of this Agreement and any extensions or modification thereto, insurance as specified in Exhibit A. It is the responsibility of FECRPD to notify its insurance advisor or insurance carries regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that SRPD shall not pay any sum to FECRPD under this agreement unless and until SRPD is satisfied, by receipt of a copy of the policy or Certificate of Insurance, that all insurance required by this Agreement are in force at the time services hereunder are rendered..

Failure to maintain insurance as required in this Agreement may be grounds for material breach of this Agreement.

**XIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement is as follows:

1. SRPD agrees to compensate FECRPD for all Park Police Officers hours necessary to respond to and resolve calls for law enforcement services requested by SRPD and/or the general public, at the rate of \$55.00 per hour, per Park Police Officers, including their use of a patrol vehicle.
2. In the case of “Special or Rental Events”, a patrol vehicle will be included with one and/or two officers. The rate charged will be \$65.00 per hour, per officer.

B. Invoices shall be submitted to SRPD no later than the fifteenth (15<sup>th</sup>) day of each month following the invoice period, and RLERPD shall pay FECRPD within thirty (30) days after receipt of an appropriate and correct invoice.

C. FECRPD shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures: applicable overhead and indirect expenditures.

D. In the event FECRPD fails to comply with any provisions of this Agreement, SRPD may withhold payment until such non-compliance has been corrected.

**XIV. SUBCONTRACTS ASSIGNMENT**

A. FECRPD shall obtain prior written approval from SRPD before subcontracting any of the services delivered under this agreement. FECRPD remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. FECRPD shall be held responsible by SRPD for the performance of any subcontractor whether approved by SRPD or not. Failure to obtain the prior written approval from SRPD prior to subcontracting any of the services required under this Agreement shall be considered a material breach of this Agreement.

B. This Agreement is not assignable by FECRPD in whole or in part, without the prior written consent of SRPD.

**XV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

No interpretation of any provision of this Agreement shall be binding upon SRPD unless agreed in writing by RLERPD's Administrator and counsel for SRPD.

**XVI. SUCCESSORS**

This Agreement shall bind the successors of SRPD and FECRPD in the same manner as if they were expressly named.

**XVII. TIME**

Time is of the essence of this Agreement.

**XVIII. INTERPRATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement, and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XIX. DISPUTES**

In the event of any dispute arising out of or relating to his Agreement, the parties shall attempt, in good faith, no promptly resolve the dispute mutually, between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XX. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (45) days written notice to the other party. Notice shall be deemed served on the date of receipt.
- B. SRPD may terminate this Agreement without notice for any material breach of this Agreement by FECRPD.
- C. FECRPD shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses' obligations to a third party that FECRPD can legally cancel.

**XXI. AUDITS AND RECORDS**

Upon SRPD's request, SRPD or its designee shall have the right at reasonable times and intervals to audit, at FECRPD's premises, FECRPD's financial and program records as SRPD deems necessary to determine FECRPD's compliance with legal and contractual requirements and the correctness of claims submitted by FECRPD.

**XXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between SRPD and FECRPD regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SRPD and FECRPD regarding the subject matter of this Agreement are hereby terminated effective June 30, 2020 upon full execution of this Agreement. After June 30<sup>th</sup>, 2020 and up until a new contract is active, this contract will continue month to month.

**XXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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James R. Brown  
Chief of Police

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Date

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Mike Grace  
FEC District Administrator

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Date

\_\_\_\_\_  
Dave Mitchell  
SRPD District Administrator

\_\_\_\_\_  
Date