

**AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND SUNRISE  
RECREATION AND PARK DISTRICT FOR SUPPLEMENTAL LAW ENFORCEMENT  
SERVICES**

This Agreement for Supplemental Law Enforcement Services (“**Agreement**”) is made and entered into on the \_\_\_\_ of May, 2019 by and between the City of Citrus Heights, a municipal corporation (“**City**”) and Sunrise Recreation and Park District (“**District**”), a special district, collectively referred to as the “Parties.”

**WHEREAS**, the District operates and maintains forty-three (43) public parks throughout Sacramento County including twenty -three (23) within the City limits; and

**WHEREAS**, the District has identified its duty, within its budget constraints, to provide law enforcement protection services to persons and places within its parks; and

**WHEREAS**, the District’s goal is to minimize crime and traffic-related incidents and the District recognizes that the District requires more police protection services than the District could alone provide due to the large number people who visit the parks, and;

**WHEREAS**, the District has requested, and the City is willing to provide, supplemental law enforcement protection services with Citrus Heights Police Officers pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the City’s ability to meet its general law enforcement responsibilities, or (b) result in any City loss of operational efficiency or readiness.

**NOW, THEREFORE**, in consideration of the matters contained in this Agreement, it is mutually agreed as follows:

1. **Effective Date:** This supplemental law enforcement services will begin on May 1, 2019 (“**Effective Date**”) and continue until December 31, 2020 (collectively, the “**Initial Term**”). During the Initial Term of the Agreement, and during any subsequent renewal period, as described below, the City will provide supplemental law enforcement services to the District, in the manner described herein.

Upon expiration of the Initial Term, this Agreement shall automatically renew on a month to month basis, until either party gives thirty (30) days written notice of intent to terminate. Collectively, the Initial Term and any renewal period(s) shall be known as the “**Term**.”

2. **Scope of Services.**

- a. The City shall provide the District an average of up to forty (40) hours of supplemental police protection services per calendar month during this Term of this Agreement (the “**Service Hours**”). The City will consult with the District in advance regarding the preferred Service Hours, but the City has the final authority to determine the Service Hours based on the availability of Citrus Heights police officers.
- b. The supplemental law enforcement services shall be available for the following twenty-three (23) parks, as amended from time to time by the Parties (“**Designated Parks**”):

- i. Rusch Park
- ii. Tempo Park
- iii. Madera Park
- iv. C-Bar-C Park
- v. Westwood Park
- vi. Crosswords Park
- vii. Brook tree Park
- viii. San Juan Park
- ix. Arcade Creek Park
- x. Greenback Woods
- xi. Northwoods Park
- xii. Stock Ranch Park
- xiii. Van Maren Park
- xiv. Cherry Creek Open Space
- xv. Edgecliff Open Space
- xvi. Indian River Open Space
- xvii. Matheny Open Space
- xviii. McDonald Park
- xix. Shadowcreek Park
- xx. Sunrise Oaks Open Space
- xxi. Twin Creeks Open Space
- xxii. Woodside Open Space
- xxiii. Olivine Open Space

- c. The Citrus Heights Police Officer assigned to work hours within the District will endeavor to be physically present at the Designated Parks during the Service Hours, but will also have the flexibility to leave the Designated Parks, as determined by the City in its reasonable discretion, to book prisoners and to handle Emergencies (as defined below).
- d. An “**Emergency**” is a serious event that could reasonably result in serious danger to the public if a police officer does not arrive immediately, or an event that could require an officer to employ life-saving efforts, and where the Officer assigned to the District is the closest officer available to respond to the Emergency.

3. Scheduling of Officer. The City will schedule a Citrus Heights Police Officer (“**Officer**”) to provide the supplemental law enforcement services during the Service Hours and after hours as a need is identified. The City has the sole authority to determine which Citrus Heights police officer or officers will be assigned to the District during the Service Hours. The City makes no representation as to what Citrus Heights police officer will work during the Service Hours, nor that the officer will be the same during each set of service hours. The City will endeavor to provide consistency when assigning the Officer to the Service Hours and will strive to assign an officer from the same unit so as to provide continuity in service.

4. Compensation. The District will pay for the services provided under this Agreement, as set forth in Exhibit A “Rate Matrix Format,” attached hereto and incorporated herein by reference. The City will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within thirty (30) days of the District’s receipt of the invoice. As with all other City police officers, the Service Hours shall begin when the Officer begins his/her shift and leaves the City Police

Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

5. Statistics and Reporting. The City will provide the District statistics regarding the number of citations issued during the Service Hours and the hours patrolled pursuant to this Agreement (collectively "**Statistics**"). Such Statistics shall be provided at the same time as the invoice for services, and shall cover the same time period as the invoice for services.

6. Citations. As part of the supplemental law enforcement services, the City will retain discretion to issue citations based on City of Citrus Heights, County of Sacramento or State or Federal ordinances or laws using its administrative citation process, to issue citations under applicable state law, or to make arrests. The City makes no guarantee that citations will be issued. The City shall be entitled to retain any revenue generated from the issuance of administrative citations.

7. Prioritization of Law Enforcement. The District acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond the City's control when the City, in its sole discretion, may be unable to assign the Officer to the District. The District recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged City failure to provide supplemental law enforcement services during the Service Hours. For the purposes of this Agreement, the term "circumstances" shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. The City agrees to assign an Officer to cover the Service Hours as soon as reasonably feasible. If circumstances prevent the City from scheduling an Officer within a reasonable period as determined by the City, the City agrees to schedule the Service Hours at an alternate time.

8. No Agency, Joint Venture or Partnership. The District and the City agree that neither the City nor any officer, agent or employee of the City, by virtue of this Agreement, or otherwise, shall be considered or assured to be an employee, contractor, sub-contractor, partner, joint venture, representative, or agent of the District, and further agree that at all times and for all purposes under the terms of this Agreement, the City and its officers shall be controlled and governed by the terms of this Agreement.

9. City as Employer of Officer. The District agrees that, at all times, and for all purposes relevant to the Agreement, the City shall remain the sole and exclusive employer of the Officer and in the following regard:

A. The City shall remain solely and exclusively responsible for the direct payment to the Officer of any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and /or other allowances or reimbursement of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any officer's status as an employee of the City.

B. The District agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Officer. Any money paid directly to the City by the District to reimburse the City for costs pursuant to this Agreement shall not be deemed consideration paid by the District to the Officer.

C. The District and the City agree that this Agreement does not, and is not intended to, create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officer's agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the City and all Officers.

D. The District and the City agree that this Agreement does not and is not intended to, limit modify, control, or otherwise affect in any manner the City's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or any other policy or directive which in any way governs or controls the activity of any police officer.

E. District agrees that this Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of District, any agent, or any person present at a Designated Park, that any supplemental police protection provided by the City under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome, at the Designated Parks.

F. District agrees and promises that the Officer shall not be asked or required to perform any services directly for the District or otherwise be available to perform any other work or assignments for the District or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no police officer, including the Officer, shall be employed in any manner or capacity by the District.

G. District agrees that neither the District nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any City duty to provide police protection services under the terms of this Agreement. District shall provide the City with a copy of the District's Ordinances so that Officer is familiar with those Ordinances. Officer, however, will enforce the Ordinances only to the extent they are consistent with Officer's duties and City, State and Federal law.

H. With the exception of the Sacramento County Sheriff's Office, District agrees that it will not contract with any other law enforcement agency or law enforcement officers for supplemental law enforcement services at the Designated Parks during the term of this Agreement. District shall have the right to contract with third-party private security providers, subject to the provisions of Section F above.

10. No Special Benefit Created. District agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of District, any District agent(s) and/or any other person, who, for any reason or for no reason, is at the Designated Park or any event at the Designated Park. Further, District agrees that at all times, and for any and all purposes under this Agreement, the City and the Officer present at the Designated Parks under the terms of this Agreement, shall be

present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

## 11. City's Insurance

11.1 Coverages. During the Term of this Agreement, and at all times that City performs services at the Designated Parks, City shall maintain in full force and effect, at City's sole expense, risk management coverage equivalent to the insurance provisions set forth below.

(a) Liability Insurance. Commercial general liability insurance, or equivalent risk management coverage (including premises, operations, personal injury and advertising injury, products and completed operations, protective liability on operations of independent contractors and blanket contractual liability insurance) on an "occurrence" basis against claims for bodily injury, death and property damage, with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate (unless District approves a lesser amount in writing) and (b) commercial automobile liability insurance (including protective liability coverage on operations of independent contractors and blanket contractual liability insurance) with a limit of not less than One Million Dollars (\$1,000,000.00) per accident for owned, non-owned or hired automobiles. If the City is permissibly self-insured or is a member of a joint powers authority, pursuant to applicable law, the District shall obtain the appropriate documentation and provide evidence of coverage.

(b) Workers' Compensation Insurance. During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Prior to the commencement of this Agreement, and once annually for any renewal period, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

11.2 City's Insurance or Similar Risk Management Coverage. City shall furnish or cause to be furnished to District prior to commencement of work at the Designated Parks, certificates of insurance or other evidence of risk management coverage as available to the City by its provider.

11.3 Separate Obligation. The obligations contained in this Section 11 are separate and distinct from all other obligations set forth in this Agreement.

11.4 Notice of Cancellation. City shall provide notice to the District if any of the above insurance policies are cancelled.

11.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and accepted by the District.

11.6 Verification of Coverage. City shall furnish the District with original certificates and amendatory endorsements, other evidence of risk management coverage, or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements or other evidence of risk management coverage are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the services beginning shall not waive the City's obligation to provide them. The District

reserves the right to require complete copies of all required insurance policies, including endorsements, or other evidence of risk management coverage required by these specifications, at any time.

12. Indemnification. To the extent permitted by law, City agrees to defend, indemnify and hold harmless, District, its governing body, officers, agents, directors, employees and authorized agents and volunteers (collectively "District") from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its governing body, officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the District.

To the extent permitted by law, District agrees to defend, indemnify and hold harmless, City, its governing body, officers, agents, directors, employees and authorized agents and volunteers ("collectively "City") from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the City.

The District shall also indemnify, defend, and hold harmless the City, its officers, agents, directors and employees from any claim or liability based or asserted upon the illegality or unconstitutionality of any District Ordinances or Codes that the City has enforced under this Agreement.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by either party.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This Section 12 shall survive the expiration or termination of this Agreement as to any claims, actions, or judgments arising from the conduct or inaction of the City, District, or any officer, agent, director, or employee thereof during the Term of this Agreement.

13. Claims. District agrees that it shall promptly deliver to the City written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that District becomes aware of which involves in any way the City or any Officer. District agrees to reasonably cooperate with the City in any investigation conducted by the City into any act(s) or work performance of any police officer, including Officer, in connection with services provided under this Agreement.

14. Termination. Either the City or District may, before the scheduled termination of this Agreement, cancel this Agreement, without cause, without incurring any penalty or liability to the other party because of the cancellation. Cancellation may be effectuated by delivering a written notice of cancellation of this Agreement to the other party at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in this written notice). If less than thirty (30) days written notice of termination is provided to City, District shall compensate City for the proposed Service Hours that would occur during a thirty (30) day period starting at the date of the notice of termination.

15. Notices. Any notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to City: Ronald A. Lawrence, Chief of Police  
City of Citrus Heights  
6315 Fountain Square Drive  
Citrus Heights, California 95621  
Fax: 1-916-727-5500

With copies to:

Chris Boyd, City Manager  
City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Fax: 1-916-727-4709

And

Ruthann G. Ziegler  
3308 El Camino Ave.  
Suite 300 #427  
Sacramento California 95821  
Phone: 916-330-3171

If to District: Dave Mitchell, Sunrise Parks District Administrator  
Noe Villa, Sunrise Parks District Superintendent  
7801 Auburn Blvd  
Citrus Heights, CA 95610

16. Venue and Applicable Law. This Agreement is made and entered into in the State of California and shall be governed under the laws of the State of California. Venue for any legal or equitable action shall be in Sacramento County. This Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

17. Miscellaneous Provisions

A. District agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of any kind, without the prior consent of the City, which consent shall not be unreasonable withheld.

B. No party to this agreement, nor anyone claiming by, through or under either party's control shall discriminate against or engage in the segregation of any person, or group of persons on account of race, color, creed, national origin, ancestry, or any other characteristic protected by state or federal law in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of the Designated Parks, nor shall either party or any person claiming by, under or through a party's control, establish or permit any such practice or practices of discrimination or segregation with reference to the selection location, number, use or occupancy of the Designated Parks.

C. Absent an express waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement.

D. The City and District acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all persons acting by, through, under, or in concert with any of them.

E. This Agreement is solely between the two parties hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

F. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed, acknowledged, and approved by both parties.

18. Entire Agreement. This Agreement sets forth the entire agreement for supplemental law enforcement services between the City and District and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

CITY OF CITRUS HEIGHTS

SUNRISE RECREATION AND PARK DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Chris Boyd, City Manager

Its: Dave Mitchell, Sunrise Recreation and Park District Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Ruthann G. Ziegler, City Attorney

Its: \_\_\_\_\_, Legal Counsel



## Exhibit A

### RATE MATRIX FORMAT

| Personnel/Equipment:   | Rate:             |                 |
|--|-------------------|-----------------|
| <b>Armed/Uniformed Police Officer w/ Marked Police Vehicle</b> | <b>up to \$95</b> | <b>per hour</b> |
| <b>Holidays</b>  | <b>up to \$95</b> | <b>per hour</b> |

The City will charge a flat rate of up to \$95 per hour for the armed/uniformed police officer with a marked police vehicle. The hourly rate will be set by the City in its sole discretion but, except as otherwise set forth herein, shall not exceed the maximum rate set forth above. This rate includes the police officer's hour rate, fuel surcharges and mileage surcharge. This rate will also cover training, officer equipment, benefits, dispatching, administration, and printing of administrative citations for use by the Police Department during the contract.

The Police Department will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within 30 days of the District's receipt of the invoice.