



# 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><b>Estimated Time of Presentation:</b> NA <b>Submitted by:</b> Raoul Bozio, In House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

Original Contract # \_\_\_\_\_  
\_\_\_\_\_

City Council Approval: NO  
**Contract Processing Contacts**

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 *(noted - other agency signatures required, etc.)*  
Project Title: Memorandum of Understanding for Non-Congregate Shelter Facility Agreement  
Project #: 102000252 **Recording Requested** **Other Party Signature Required**  
Bid/RFQ/RFP #: \_\_\_\_\_

if YES, Council File ID#:

-----**FOR CLERK & IT DEPARTMENTS ONLY - DO NOT WRITE BELOW THIS LINE**-----  
Department: City Manager Project Manager: Christopher Conlin  
Contract Coordinator: Ginger Weagraff Email: gweagraff@cityofsacramento.org

<b>Accounting:</b>	(Signature)	(Date)
<b>Supervisor:</b>	(Signature)	(Date)
<b>Division Manager:</b>	(Signature)	(Date)
<b>Other:</b>	(Signature)	(Date)

**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.”

- 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,

[REDACTED]

providing at least 72 hours' notice to City. City must provide 72 hours' notice to the

personal property

District regarding its intent to use the District's Facility.

forth in the District's Facility Permit, a copy of which is attached as Exhibit A. This

**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

[REDACTED]

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

[REDACTED]

[REDACTED]

with respect to this Agreement are:

[REDACTED]

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento CA 95827  
Telephone: (916) 643-9000

For CITY:

Christopher Conlin  
City of Sacramento  
Office of the City Manager  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, California 95814

[REDACTED]



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

By:

Name: J A. AGUILAR  
Title: SUPERINTENDENT

**CITY OF SACRAMENTO**



Christopher C. Conlin (Feb 12, 2021 11:55 PST)

Christopher Conlin

Assistant City Manager

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For: Howard Chan, City Manager

ATTEST

By

Assistant City Clerk

APPROVED AS TO FORM

By

Senior Deputy City Attorney



**Exhibit A**  
**SCUSD FACILITY RULES AND REGULATIONS EXCERPT**

**8. RULES OF CONDUCT:** No person, organization, group or activity, created or permitted

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.