

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

<u>Recommendation</u>: 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.

<u>Background/Rationale</u>: 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

Estimated Time of Presentation: NA

Submitted by: Raoul Bozio, In House Counsel **Approved by:** Jorge A. Aguilar, Superintendent





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

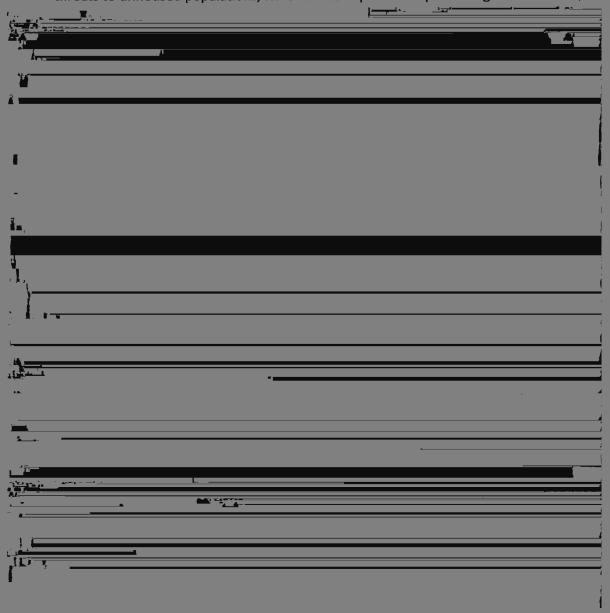
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City Council Approval:	NO ,				
Contract Processing Contacts					
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Assessor's Parcel Num	ber(s)				
Contract Effective Date	• •	Contract Expiration Date (if applicable): 03/31/2021			
\$ Amount (Not to Excee	o City Unified School District	Adjusted \$ Amount (+/-) \$ 0.00			
		regate Shelter Facility Agreement			
Project #: 102000252	g kequested (regate Shelter Facility Agreement Ther Party Signature Required Bid/RFQ/RFP #:			
	if YES, Council File	ID#:			
Department: City Man	RK & IT DEPARTMENTS ONLY -	Project Manager: BELOW THIS JIME			
Contract Coordinator: (Email: gweagraff@cityofsacramento.org			
Accounting:	(Signature)	(Date)			
Supervisor:					
Division Manager:	(Signature)	(Date)			
Other:	(Signature)	(Date)			
Other.	(Signature)	(Date)			

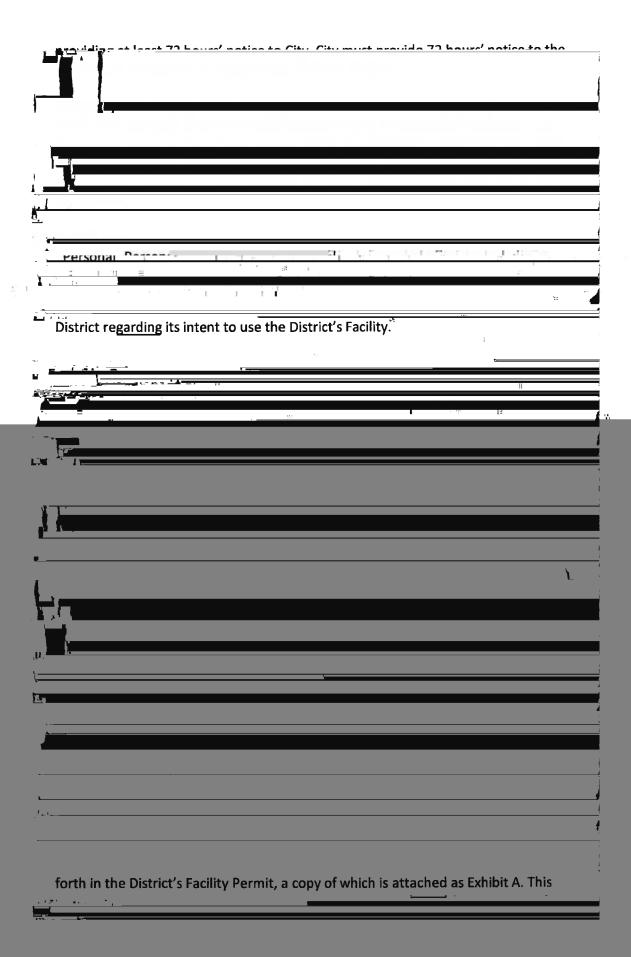
MEMORANDUM OF UNDERSTANDING

NON-CONGREGATE SHELTER FACILITY AGREEMENT WINTER 2021 SEVERE WEATHER EMERGENCY

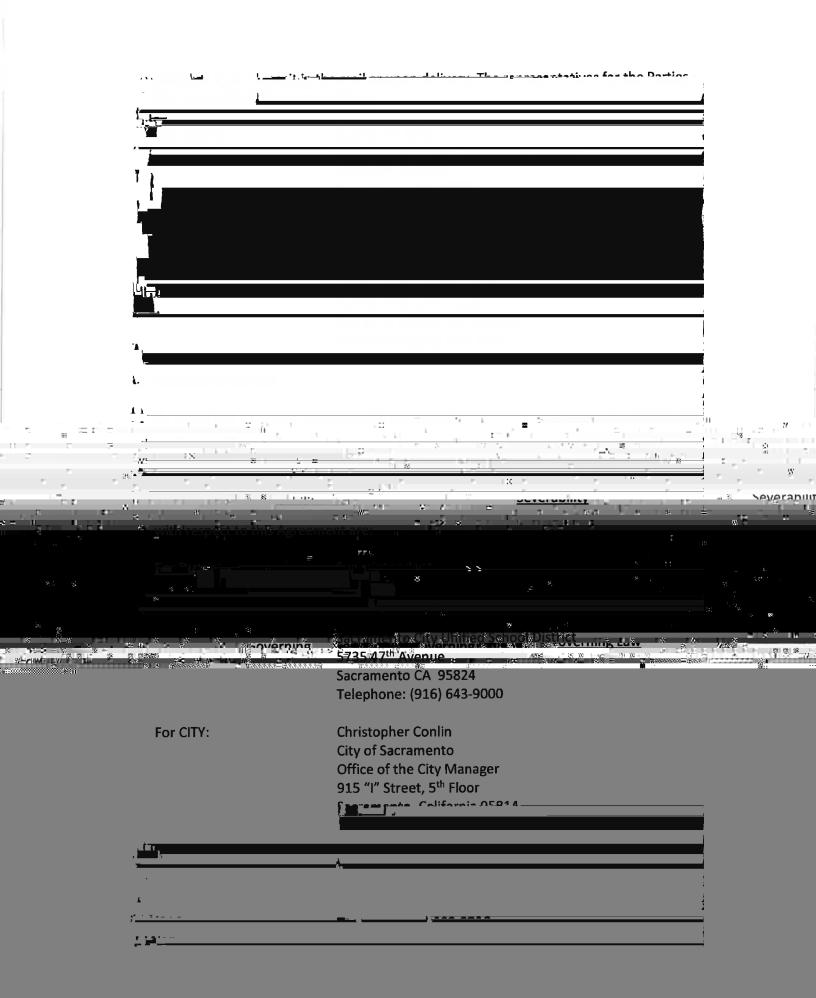
This Memorandum of Understanding ("Agreement") is entered into as of February 11, 2021 by the City of Sacramento, a municipal corporation ("City"), and the Sacramento City Unified School District, a public school district ("District"), and are referred to as "Party" and collectively referred to as "Parties."

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,





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 **1**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 grapement at their analysis discustion and the comitees of such assigned employees



as set out herein and supersedes any and all oral or written communications or

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. AWILAR

Title: SHOPLINGENDENT

CITY OF SACRAMENTO

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

Christopher Conlin

For: Howard Chan, City Manager

ATTEST TO THE TENTH OF THE PERSON OF THE PER

Ву

Assistant City Clerk

APPROVED AS TO FORM

By

Senior Deputy City Attorney

Exhibit A SCUSD FACILITY RULES AND REGULATIONS EXCERPT

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for use of school facilities or grounds shall engage in the buildings; (b) Consumption of alcoholic beverages; (c) Use other than medical, and then only under the prescription of a (d) Fighting, quarreling, abusive language, or noise of any kir activities or the neighborhood; (e) Bring live animals, other tother interior spaces; (f) No materials are to be taped, tacket surface unless designated for such purpose; (g) All users must be taped.	of narcotics or drugs for purposes duly licensed medical physician; ad which may be offensive to other han guide dogs, into classrooms or d, stapled, glued or pinned to any ast provide their own supplies (i.e.
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