




CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER


Approved for Agenda



DATE: July 16, 2013
TO: Mayor and Council Members
FROM: Police Department
SUBJECT: Agreement with the Inglewood Unified School District

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve the attached agreement with the Inglewood Unified School District enabling the City to authorize the Inglewood Police Department to provide administrative law enforcement services for the school district's police department.

BACKGROUND:

In September 2012, Governor Jerry Brown signed State of California Senate Bill 533. This bill authorized an emergency loan to help the Inglewood Unified School District, which at the time was struggling with a \$17 million deficit, settle any pending and future financial obligations. In addition, it required that the State Superintendent of Public Instruction to assume all legal rights, duties, and powers of the governing board of the district and appoint an Interim State Administrator (ISA).

The ISA is currently the school district's highest local authority. In addition to reviewing the school district's currently policies and procedures to help achieve a long-term solution for fiscal solvency, personnel management, and pupil achievement, the ISA also manages all day-to-day operations. This includes managing the operation of the school district's police department and ensuring a qualified individual is heading the department.

DISCUSSION:

Pursuant to the authority set forth in California Education Code Section 38000, the Inglewood Unified School District Police Department was established to serve the safety needs of the students, staff, and visitors at their campuses and district office. For approximately three (3) months, the school district's police department has been operating without a Chief of Police. This creates difficulty in completing the aforementioned objective and increases liability for the school district.

In order to fill this operational gap, the school district's ISA wishes to contract administrative services from the Inglewood Police Department. Specifically, the ISA is seeking the Inglewood Police Department's Chief of Police to assign a qualified individual to be the Acting Chief of Police.

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The school district Chief of Police has the responsibility of overseeing the law enforcement needs of the district's 18 schools within the city. Similar to a Chief of Police for a city, town, or municipality, his/her daily activities will include: oversight of the department's totality of operation and budgeting; oversight of civilian and sworn personnel including disciplinary actions based on infractions of policies, rules, regulations, laws and/or ordinances; promotions and rank placement of officers; production and development of department policies and regulations; upkeep and updating of department equipment such as police vehicles, firearms, communications equipment and uniforms; attending community events; and providing departmental reports to the district's board of directors and ISA.

Assigning a qualified individual from the Inglewood Police Department to serve as the school district's Acting Chief of Police will ensure that these tasks are properly completed and their department is providing necessary law enforcement services for students and staff members. The individual selected will remain in place until the agreement terminates or a permanent Chief of Police is found.

FINANCIAL/FUNDING ISSUES AND SOURCES:

If the attached agreement is approved, the Inglewood Unified School District will pay the city \$150 per hour for services rendered. The total amount of compensation shall not exceed \$200,000. The city will keep a daily log of service hours and invoice the school district monthly. The account that the funds will be deposited into has yet to be identified.

This agreement shall remain in effect until January 31, 2014 and can be extended for one (1) years upon mutual written agreement by both parties.

LEGAL REVIEW VERIFICATION: CPS

This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: gll

This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

PREPARED BY:

Mark Fronterotta, Chief of Police
Micah Herd, Police Grants Coordinator

COUNCIL PRESENTER:

Mark Fronterotta, Chief of Police

DEPARTMENT HEAD APPROVAL:



Mark Fronterotta, Chief of Police

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 – Agreement with IUSD

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AGREEMENT No.: 13- _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the City of Inglewood, a municipal corporation and charter city ("City") and Inglewood Unified School District ("IUSD" and/or "District") with its principal place of business located at 401 South Inglewood Avenue, Inglewood, California 90301.

WHEREAS, the District, through its Interim State Administrator ("ISA"), desires to contract with the City to provide administrative law enforcement services; and

WHEREAS, the City is agreeable to rendering such administrative law enforcement services on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 -- SCOPE OF CITY'S SERVICES

1.1 Scope of Services. The City agrees, through its Chief of Police ("COP") for the City of Inglewood Police Department, to temporarily provide general administrative law enforcement services for the District to the extent and in the manner set forth in this Agreement. Such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the COP under the City Charter, statutes of the State of California and under the City municipal codes.

1.2 COP shall provide District a weekly log detailing the hours worked and the duties performed.

1.3 Additional Services. Additional law enforcement services may be provided by City, if requested by the District, such as: supplemental security support, supplemental sworn officer support and supplemental professional civilian support staff.

ARTICLE 2 – ADMINISTRATION OF PERSONNEL

2.1. During the term of this Agreement, the COP or his designee shall serve as Acting Chief of Public Safety Services ("Acting Chief") for and at the direction of the

1 District shall perform the functions of the Acting Chief; direct all activities of the
2 Inglewood Unified School District Police Department; and agrees to devote sufficient
3 time to personally supervise the provision of Services hereunder. At this time, COP
4 has designated Inglewood Police Captain Martin Sissac to be the Acting Chief for the
5 District. City agrees to provide District with prior written notice of any designee
6 change.

7 2.2. The Acting Chief shall remain an employee of the City and shall be
8 subject to the administration, supervision, standard of performance, discipline and
9 control of the City of Inglewood and its COP. The Acting Chief shall be subject to all
10 personnel policies and practices of the Inglewood Police Department and of the City of
11 Inglewood, including the City's work furlough program.

12 2.3. At all times during the performance of this Agreement, the Acting Chief
13 will adhere to and obey all of the District's rules and regulations pertaining to the
14 District's operations of its schools, unless otherwise authorized by the District or
15 unless such compliance is not practicable due to exigent circumstances.

16 2.4. All District employees who work in conjunction with the Acting Chief
17 pursuant to this Agreement shall remain employees of the District and shall not have
18 any claim or right to employment, civil service protection, salary, or benefits or claims
19 of any kind from the City based on this Agreement.

20 2.5. For the purpose of performing services and functions, pursuant to this
21 Agreement and only for the purpose of giving official status to the performance
22 thereof, every City police officer and/or Inglewood Police Department employee
23 engaged in performing any such service and function shall be deemed to be an agent
24 and officer of the District while performing such service for the District, as long as the
25 service is within the scope of their duties performing administrative law enforcement
26 services pursuant to this Agreement.

27 2.6. In the event of a dispute between the parties to this Agreement as to the
28 extent of the duties and functions to be rendered hereunder, or the minimum level or

1 manner of performance of such service, the City shall be consulted and a mutual
2 determination thereof shall be made by both the COP and the District.

3 **ARTICLE 3 – DISTRICT DUTIES**

4 3.1. District, at its own cost and expense, agrees to furnish and provide
5 Acting Chief with a vehicle, school uniform (if required), an office, all necessary clerical
6 assistance, computer access, equipment, furniture, furnishings, office supplies,
7 telephone, light, water and electrical. If special supplies, stationery, notices, forms,
8 and the like are required to be in the name of the District, the same shall be supplied
9 by the District at its own cost and expense.

10 **ARTICLE 4 -- COMPENSATION**

11 4.1. Hourly Rate and Maximum Compensation. District shall pay the City for
12 the services provided under the terms of this Agreement at the rate of one hundred
13 fifty (\$150.00) per hour. The total maximum payment to City for performance of all
14 services shall not exceed the sum of **two hundred thousand dollars (\$200,000.00)**,
15 unless otherwise agreed to by the parties.

16 4.2. Invoices. The City, through its COP, shall render to District a
17 summarized invoice which covers all services performed during the previous month,
18 and District shall pay City for all undisputed amounts within thirty (30) days after date
19 of invoice.

20 4.3. Late Fee. If such payment which is described on the monthly invoice is
21 not received by City within forty five (45) days after the date of the invoice, the City is
22 entitled to recover interest thereon. District shall provide City with written notice of any
23 dispute including the invoice date, amount in dispute, and the reason for the dispute
24 within ten (10) days after receipt of the invoice.

25 4.4. Interest. Interest shall be at the rate of five percent (5%) per annum or
26 any portion thereof, calculated from the last day of the month in which the services
27 were performed.

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1 4.5. GC 907. Notwithstanding California Government Code Section 907, if
2 such payment is not delivered to the City within sixty (60) days after the date of the
3 invoice, the City may satisfy such indebtedness, including interest thereon, from any
4 funds of the District on deposit with the City without giving further notice to the District
5 of the City's intention to do so.

6 4.6. Additional Services. No compensation will be provided for any other task
7 or service(s) without specific prior written consent of both parties.

8 **ARTICLE 5 – NOTICES**

9 5.1. Notices. Any notices given pursuant to this Agreement shall be deemed
10 received and effective when properly addressed, postage prepaid, and deposited in
11 the United States mail to the respective parties as follows:

12 **City:**

13 City Clerk
14 City of Inglewood
15 One Manchester Boulevard
Inglewood, CA 90301

District:

Ms. La Tanya Kirk-Carter, Interim State Admin.
Inglewood Unified School District
401 S. Inglewood Avenue
Inglewood, CA 90301

16 ***With a copy to:***

17 Chief of Police Mark Fronterotta
18 One Manchester Boulevard
19 City of Inglewood
Inglewood, CA 90301

20 **ARTICLE 6 – TERM & TERMINATION**

21 6.1 Term. This Agreement shall begin on June 27, 2013 and expire on
22 January 31, 2014, unless otherwise terminated or suspended. This Agreement may
23 be extended for one (1) additional term of one (1) year, upon the prior mutual written
24 agreement of both parties.

25 6.2 Notice of Termination. This Agreement may be terminated at anytime,
26 with or without cause, by either party upon written notice given to the other party at
27 least thirty (30) days before the date specified for such termination.
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1 not limited to, employment discrimination based upon a person's race, religious creed,
2 color, national origin, ancestry, physical handicap, medical condition, marital status,
3 gender, citizenship or sexual orientation.

4 9.5 No Third Party Beneficiaries. There are no intended third party
5 beneficiaries of any right or obligation assumed by the Parties.

6 9.6 Interpretation. The parties waive any benefits from the principles of
7 *contra proferentum* and interpreting ambiguities against drafters. No party shall be
8 deemed to be the drafter of this Agreement, or of any particular provision or
9 provisions, and no part of this Agreement shall be construed against any party on the
10 basis that the particular party is the drafter of any part of this Agreement.

11 9.7 Titles. Article titles, paragraph titles or captions contained herein are
12 inserted as a matter of convenience and for reference, and in no way define, limit,
13 extend, or describe the scope of this Agreement or any provision hereof.

14 9.8 Counterparts. This Agreement may be executed in counterparts, and
15 when each party hereto has signed and delivered at least one such counterpart, each
16 counterpart shall be deemed an original and, when taken together with the other
17 signed counterparts, shall constitute one Agreement, which shall be binding upon and
18 effective as to all parties hereto.

19 9.9 Severability; Invalidity. In the event that any condition or covenant
20 herein is held to be invalid or void by any court of competent jurisdiction, the same
21 shall be deemed severable from the remainder of the Agreement and shall in no way
22 affect any other covenant or condition herein contained as long as the invalid provision
23 does not render the Agreement meaningless with regard to a material term in which
24 event the entire Agreement shall be void. If such condition, covenant, or other
25 provision shall be deemed invalid due to its scope of breadth, such provision shall be
26 deemed valid to the extent of the scope of breadth permitted by law.

27 9.10 Governing Law; Venue. This Agreement shall be interpreted, construed
28 and governed according to the laws of the State of California. In the event of litigation

1 between the parties, venue in state trial courts shall lie exclusively in the County of
2 Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,
3 Torrance, California 90503-5058. In the event of litigation in the United States District
4 Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

5 9.11 Entire Agreement. This Agreement is the entire, complete, final and
6 exclusive expression of the parties with respect to the matters addressed therein and
7 supersedes all other Agreements or understandings, whether oral or written, or
8 entered into between City and District prior to the execution of this Agreement. No
9 statements, representations or other Agreements, whether oral or written, made by
10 any party which are not embodied herein shall be valid and binding unless in writing
11 and duly executed by the parties or their authorized representatives.

12 **IN WITNESS WHEREOF**, the City of Inglewood and the Inglewood Unified
13 School District have executed this Agreement as of the date first above written.

14 **CITY OF INGLEWOOD**

INGLEWOOD UNIFIED SCHOOL DISTRICT

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17 _____
James T. Butts, Jr., Mayor

_____ 
La Tanya Kirk-Carter, Interim State Admin.

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19 **ATTEST:**

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22 _____
Yvonne Horton, City Clerk

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24 **APPROVED AS TO FORM**

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26 Cal Saunders
27 Cal Saunders, City Attorney

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